

**Marysville City Council Meeting****December 9, 2019****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Proclamation: Honoring City Councilmember Rob Toyer

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

1. Approval of the November 4, 2019 City Council Work Session Minutes.
22. Approval of the November 12, 2019 City Council Meeting Minutes. \*

**Consent**

2. Approval of the November 20, 2019 Payroll in the Amount of \$1,312,174.12, Paid by EFT Transactions and Check Numbers 32775 through 32792.
3. Approval of the November 20, 2019 Claims in the Amount of \$636,881.57, Paid by EFT Transactions and Check Numbers 136429 through 136546 with No Check Numbers Voided.
4. Approval of the November 27, 2019 Claims in the Amount of \$961,734.63, Paid by EFT Transactions and Check Numbers 136547 through 136666 with No Check Numbers Voided.
23. Approval of the December 4, 2019 Claims in the Amount of \$4,484,252.27, Paid by EFT Transactions and Check Numbers 136667 through 136773 with No Check Numbers Voided. \*
24. Approval of the December 5, 2019 Payroll in the Amount of \$1,856,013.01, Paid by EFT Transactions and Check Numbers 32793 through 32821. \*

***\*These items have been added or revised from the materials previously distributed in the packets for the December 2, 2019 Work Session.***

## Marysville City Council Meeting

**December 9, 2019**

**7:00 p.m.**

**City Hall**

9. Consider Approving the Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the Contract Term through June 30, 2020.
10. Consider Approving the Buy/Sell Agreement with Mitigation Banking Services, LLC for the Purchase of 0.08 Wetland Credits in the Amount of \$16,800.00.
11. Consider Approving the No-Cost Supplemental Agreement No. 5 to the City's Professional Agreement with KPG, Inc. to extend the Agreement End Date to June 15, 2020 for the Highway Safety Improvement Program.
12. Consider Approving the Purchase Order with Western Peterbilt, Inc. for Two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the Amount of \$776,146.95.
13. Consider Approving the Contract Amendment with Snohomish County Human Services for Senior Center Projects.
14. Consider Approving the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.
17. Consider Approving the Hotel Motel Grant Review Committee's Recommendation on Award Funding for 2020.

### **Review Bids**

5. Consider Awarding the Alder Avenue Sidewalks Contract to Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50.
6. Consider Awarding the State Avenue (100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE) Corridor Improvement Project to Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08.
7. Consider Awarding the Marysville Civic Center Project to Lydig Construction, Inc. in the Amount of \$47,643,870.00 Including Washington State Sales Tax and Approve a Management Reserve of \$2,382,193.50, for a Total Allocation of \$50,026,063.50. \*

### **Public Hearings**

8. Consider Approving an **Ordinance** Amending Chapter 7.08 of the Marysville Municipal Code, adding an option and rate for a second recycling bin, adding an alternative for dumpsters that create unsafe conditions, and correcting inconsistencies in the code.

*\*These items have been added or revised from the materials previously distributed in the packets for the December 2, 2019 Work Session.*

## Marysville City Council Meeting

December 9, 2019

7:00 p.m.

City Hall

### New Business

15. Consider Approving the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City.

16. Consider Approving the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding.

19. Consider Approving an **Ordinance** Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108. \*

20. Consider Approving an **Ordinance** Amending Chapter 6.33 of the Municipal Code to Incorporate by Reference RCW 9A.86.010 and making it a criminal offense to wrongfully disclose intimate images.

25. Consider Approving Per Capita Funding and an Interlocal Agreement with Snohomish Health District. \*

26. Consider Approving Amendment No. 1 to the Interlocal Agreement with Snohomish County Concerning Provision of Fire Investigation Services. \*

27. Consider Approving the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant Professional Services Agreement with GeoTest, Inc. in the Amount of \$348,107.38 Including Washington State Sales Tax for a Total Allocation of \$348,107.38. \*

28. Consider Approving an Agreement with Alliant Insurance Services for Liability Insurance Services. \*

### Legal

### Mayor's Business

21. Legislative Priorities

### Staff Business

### Call on Councilmembers

### Adjournment/Recess

### Executive Session

A. Litigation

*\*These items have been added or revised from the materials previously distributed in the packets for the December 2, 2019 Work Session.*

**Marysville City Council Meeting****December 9, 2019****7:00 p.m.****City Hall**

B. Personnel

C. Real Estate

**Reconvene****Adjournment**

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

*\*These items have been added or revised from the materials previously distributed in the packets for the December 2, 2019 Work Session.*

A



## **PROCLAMATION**

### **Honoring City Councilmember Rob Toyer**

WHEREAS, Rob Toyer served as a Marysville City Councilmember from 2012 through 2019, representing eight years of dedicated public service; and

WHEREAS, Councilmember Toyer has demonstrated leadership in fiscal oversight through his years of service on the city Finance Committee and at the national level on National League of Cities Finance, Administration and Intergovernmental Relations (FAIR) Board; and

WHEREAS, he also has had significant involvement in economic development and community improvement through his service on the city Community Development Block Grant Committee, Graffiti Task Force and Planning Commission, and on the Snohomish County Housing and Community Development Block Grant Technical Advisory Board; and

WHEREAS, Councilmember Toyer also demonstrated commitment to community public safety as chair and member of the Marysville Fire Board and through his participation on the city's Public Safety Committee and the county's Law and Justice Council; and

WHEREAS, during Councilmember Toyer's tenure the City of Marysville has made hundreds of improvements to better serve residents and visitors that include as highlights:

- Street improvements on SR 528, State Avenue, 88th Street Northeast, Grove Street, 3rd Street, 1st Street, the 156th Street Overpass and the coming 1st Street Bypass Project;
- Major utility upgrades to city water service and wastewater and storm water treatment;
- Improved city financial transparency and years of clean financial audits;
- Ebey Waterfront Park and Trail development; Opera House renovation and cultural programming; and many other park acquisitions and improvements; and

WHEREAS, Marysville has experienced tremendous progress during his tenure, and through his dedication, leadership and commitment to responsive local government, Councilmember Toyer has made countless positive contributions to the Marysville community;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby thank and honor Rob Toyer for his eight years of dedicated and distinguished service to the City of Marysville.

Under my hand and seal this ninth day of December, 2019.

THE CITY OF MARYSVILLE

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

# *Index #1*



**Work Session**  
*November 4, 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.

**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, Interim Police Chief Jeffrey Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Tara Mizell, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Information Systems Analyst Mike Davis, Public Relations Administrator Connie Mennie, Senior Planner Angela Gemmer, and Recording Secretary Laurie Hugdahl.

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

**Committee Reports**

Jeff Vaughan reported on the Finance Committee meeting on October 30 there was an update on the budget. There was discussion on the property tax levy which will be on the agenda for the next meeting. There was also a discussion about having the Finance Committee approve travel requests for Council travel instead of the Mayor’s Office. Additionally, the Committee discussed a Snohomish County Health District issue having



# DRAFT

to do with changes in Narcan and Naloxone funding and distribution. Finally, there was discussion regarding Waste Management billing changes.

Steve Muller reported on the November 1 Public Works Committee meeting where they walked the First Street Bypass; the project went very well. The Committee also went on a field trip out to the treatment ponds.

## Presentations

## Discussion Items

## Approval of Minutes

## Consent

1. Approval of the October 18, 2019 Payroll in the Amount of \$1,306,834.50, Paid by EFT Transactions and Check Numbers 32728 through 32748.
2. Approval of the October 30, 2019 Claims in the Amount of \$1,786,862.58 Paid by EFT Transactions and Check Numbers 136007 through 136114 with (Unclaimed Property) Check Numbers 114364, 114426, 117998, 118056, 118101, 118179, 118328, 118565, 118724, 118787, 118890, 119181, 119436, 119606, 120169, 120219, 120241, 120555, 120605, 120803, 121233, 121483, 121591, 121845, 121863, 122197, 123375, 123415, 123476, 123488, 123504, 123676, 124052, 124251, 124597, 125220 & 125223 Voided.

## Review Bids

3. Consider the Cedar Field Turf and Lighting Project with Coast to Coast Turf in the Amount of \$608,473.10 and Musco Lighting in the Amount of \$234,523.92, and Approve a Management Reserve of \$45,000.00 for a total allocation of \$887,997.02.

Director Nielsen reviewed this item related to artificial turf and LED lighting at Cedar Field. He recommended approval of this.

Mayor Nehring thanked the funding partners at the Recreation Conservation Office, Snohomish County, and Marysville Little League.

## Public Hearings

4. An Ordinance Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2020. (Action will be taken on November 12, 2019)

Finance Director Langdon reviewed this item.

5. An Ordinance Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2020. (Action will be taken on November 12, 2019)

Finance Director Langdon reviewed this item.

### **New Business**

6. Consider an Interlocal Agreement Renewal with City of Lake Stevens for Jail Services.

Commander Wade reviewed this item related to the contract with Lake Stevens for Jail Service. Staff is proposing an increase of 2.25% which still is lower than Snohomish County and Lynnwood. Staff is also recommending charging for video court fees.

7. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Binding Site Plan Code Amendments.

Senior Planner Gemmer reviewed this item related to Binding Site Plan Code Amendments.

Commissioner James commended staff for identifying these items which make things more efficient.

8. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Commercial Permitted Uses Code Amendments.

9. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Planned Residential Development Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Planned Residential Development Code Amendments.

10. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Residential Permitted Uses Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Residential Permitted Uses Code Amendments.

11. Consider an Ordinance Amending Chapter 3.51 of the Marysville Municipal Code, "Petty Cash Fund," to Reflect Current Operations and Structure of City Government.

Finance Director Langdon gave an update on petty cash funds.

## **Legal**

### **Mayor's Business**

Mayor Nehring wished everyone luck on the ballots tomorrow night.

### **Staff Business**

Sandy Langdon had no further comments.

Connie Mennie had no comments.

Director Thomas had no comments.

Interim Police Chief Goldman had no comments.

Chief McFalls wished good luck to all the candidates in the room. He thanked them for serving the community.

Director Nielsen commented that tomorrow is a big day tomorrow for the opening of a bid.

Director Mizell had no comments.

City Attorney Walker stated the need for an Executive Session for one item regarding the sale of real estate expected to last five minutes. If the Council chooses to waive normal work session rules, staff will be asking for action.

CAO Hirashima had no comments.

### **Call on Councilmembers**

Councilmember Muller had no comments.

Councilmember Toyer wished good luck to everyone in the election.

Councilmember Vaughan had no comments.

Councilmember King reported that the food bank distributed close to 90 barrels around town for the food and toy drive.

Councilmember James commented that the Marysville Municipal Court will have its first graduate in the mental health court tomorrow.

Councilmember Stevens had no comments.

Council President Norton asked Council if they would be willing to make a committee reappointment for the Hotel Motel Tax Committee. She recommended appointing Councilmember Muller and recommended that Council waive its normal rules to take action on that.

**Motion** made by Councilmember Toyer, seconded by Councilmember James to waive its normal rules and allow action on two items tonight. **Motion** passed unanimously.

**Motion** made by Councilmember Toyer, seconded by Councilmember Vaughan, to appoint Councilmember Muller to the Hotel Motel Committee. **Motion** passed unanimously.

### **Recess**

Council recessed from 7:26 p.m. to 7:29 p.m. before reconvening in Executive Session to discuss one item related to the sale of real estate with action requested and expected to last five minutes.

### **Exec Session**

Real Estate – one item

**Motion** made by Councilmember Vaughn, seconded by Councilmember Toyer, to authorize the Mayor to execute the parking easement agreement with Maria Sahagun. **Motion** passed unanimously.

**Motion** made by Councilmember Toyer, seconded by Councilmember Vaughn to Adjourn. **Motion** passed unanimously.

### **Adjournment**

The meeting was adjourned at 7:34 p.m.

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

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Mayor  
Jon Nehring

*Update*  
*Index #22*

<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 November 2019 as Military Family Appreciation Month.	Presented
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the October 14, 2019 City Council Meeting Minutes	Approved
Approval of the October 28, 2019 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the October 18, 2019 Payroll in the Amount of \$1,306,834.50, Paid by EFT Transactions and Check Numbers 32728 through 32748.	Approved
Approval of the October 30, 2019 Claims in the Amount of \$1,786,862.58 Paid by EFT Transactions and Check Numbers 136007 through 136114 with (Unclaimed Property) Check Numbers 114364, 114426, 117998, 118056, 118101, 118179, 118328, 118565, 118724, 118787, 118890, 119181, 119436, 119606, 120169, 120219, 120241, 120555, 120605, 120803, 121233, 121483, 121591, 121845, 121863, 122197, 123375, 123415, 123476, 123488, 123504, 123676, 124052, 124251, 124597, 125220 & 125223 Voided.	Approved
Consider Approving an Interlocal Agreement Renewal with City of Lake Stevens for Jail Services.	Approved
Approval of the November 5, 2019 Payroll in the Amount of \$1,788,654.25, Paid by EFT Transactions and Check Numbers 32749 through 32774 with Check Number 32748 Voided.	Approved
<b>Review Bids</b>	
Consider Awarding the Cedar Field Turf and Lighting Project to Coast to Coast Turf in the Amount of \$608,473.10 and Musco Lighting in the Amount of \$234,523.92, and Approve a Management Reserve of \$45,000.00 for a total allocation of \$887,997.02.	Approved
<b>Public Hearings</b>	
Consider Approving an Ordinance Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2020.	Held Approved Ordinance No. 3134
Consider Approving an Ordinance Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2020.	Held Approved Ordinance No. 3135
<b>New Business</b>	
Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Binding Site Plan Code Amendments	Approved Ordinance No. 3136
Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses Code Amendments.	Approved Ordinance No. 3137

Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Planned Residential Development Code Amendments.	Approved Ordinance No. 3138
Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Residential Permitted Uses Code Amendments.	Approved Ordinance No. 3139
Consider Approving an Ordinance Amending Chapter 3.51 of the Marysville Municipal Code, "Petty Cash Fund," to Reflect Current Operations and Structure of City Government.	Approved Ordinance No. 3140
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Recess</b>	7:33 p.m.
<b>Executive Session</b>	7:40 p.m.
Litigation – 2 items	No Action
Personnel – 1 item	No Action
<b>Adjournment</b>	8:45 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
November 12, 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. Pastor Dan Hazen 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, Interim Police Chief Jeffrey Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Tara Mizell, Fire Chief Martin McFalls, Senior Planner Angela Gemmer

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

**Committee Reports**

Councilmember King reported on the recent Fire Board meeting where they discussed the budget and some other items.

Councilmember Vaughan reported on the recent Snohomish Health District Board of Directors meeting where they reviewed the preliminary 2020 Health District Budget. There are some revenue reductions, so the Health District will be making some adjustments to address that including potential staff reductions. They also engaged in



some vision, mission, and values exercises for the Health District. He gave an update on funding and distribution changes related to Narcan and Naloxone distribution.

### **Presentations**

#### A. Proclamation: Military Family Appreciation Month

Mayor Nehring read a proclamation into the record declaring November 2019 as Military Family Appreciation Month in the City of Marysville and encouraging Marysville residents to extend a message of friendship and gratitude to military families.

### **Audience Participation**

None

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

#### 12. Approval of the October 14, 2019 City Council Meeting Minutes.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to approve the October 14, 2019 City Council Meeting Minutes as presented. **Motion** passed unanimously (6-0) with Council President Norton abstaining as she was absent.

#### 13. Approval of the October 28, 2019 City Council Meeting Minutes.

**Motion** made by Councilmember King, seconded by Councilmember James, to approve the October 28, 2019 City Council Meeting Minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Stevens abstaining as he was absent.

### **Consent**

1. Approval of the October 18, 2019 Payroll in the Amount of \$1,306,834.50, Paid by EFT Transactions and Check Numbers 32728 through 32748.
2. Approval of the October 30, 2019 Claims in the Amount of \$1,786,862.58 Paid by EFT Transactions and Check Numbers 136007 through 136114 with (Unclaimed Property) Check Numbers 114364, 114426, 117998, 118056, 118101, 118179, 118328, 118565, 118724, 118787, 118890, 119181, 119436, 119606, 120169, 120219, 120241, 120555, 120605, 120803, 121233, 121483, 121591, 121845, 121863, 122197, 123375, 123415, 123476, 123488, 123504, 123676, 124052, 124251, 124597, 125220 & 125223 Voided.
6. Consider Approving an Interlocal Agreement Renewal with City of Lake Stevens for Jail Services.

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14. Approval of the November 5, 2019 Payroll in the Amount of \$1,788,654.25, Paid by EFT Transactions and Check Numbers 32749 through 32774 with Check Number 32748 Voided.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 1, 2, 6, and 14. **Motion** passed unanimously.

### Review Bids

3. Consider Awarding the Cedar Field Turf and Lighting Project to Coast to Coast Turf in the Amount of \$608,473.10 and Musco Lighting in the Amount of \$234,523.92, and Approve a Management Reserve of \$45,000.00 for a total allocation of \$887,997.02.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the contract for the Cedar Field Turf and Lighting Project to Coast to Coast Turf in the Amount of \$608,473.10 and Musco Lighting in the Amount of \$234,523.92, and Approve a Management Reserve of \$45,000.00 for a total allocation of \$887,997.02. **Motion** passed unanimously.

Mayor Nehring thanked the City's funding partners: the Recreation and Conservation Office, Snohomish County Parks Neighborhood Improvement Fund, and Marysville Little League.

### Public Hearings

4. Consider Approving an Ordinance Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2020.

Finance Director Langdon reviewed this item. There were no comments or questions.

The hearing was opened at 7:11 p.m. and public comments were solicited. Seeing none, the hearing was closed at 7:11 p.m.

**Motion** made by Councilmember Norton, seconded by Councilmember King, to adopt Ordinance No. 3134. **Motion** passed unanimously.

5. Consider Approving an Ordinance Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2020.

Finance Director Langdon reviewed this item setting the regular levy rate at \$1.15 which is a decrease over 2019 for the 2020 period. There were no additional comments or questions.

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The public hearing was opened at 7:13 p.m. and public comments were solicited. Seeing none, the hearing was closed at 7:13 p.m.

**Motion** made by Councilmember King, seconded by Councilmember James, to adopt Ordinance No. 3135. **Motion** passed unanimously.

### **New Business**

7. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Binding Site Plan Code Amendments.

Senior Planner Angela Gemmer reviewed this item. There were no comments or questions.

**Motion** made by Councilmember James, seconded by Councilmember Stevens, to adopt Ordinance No. 3136. **Motion** passed unanimously.

8. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses Code Amendments.

Senior Planner Angela Gemmer reviewed this item. There were no comments or questions.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Ordinance No. 3137. **Motion** passed unanimously.

9. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Planned Residential Development Code Amendments.

Senior Planner Angela Gemmer reviewed this item. There were no comments or questions.

**Motion** made by Councilmember Stevens, seconded by Councilmember King, to adopt Ordinance No. 3138. **Motion** passed unanimously.

10. Consider Approving an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Residential Permitted Uses Code Amendments.

Senior Planner Angela Gemmer reviewed this item.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to adopt Ordinance No. 3139. **Motion** passed unanimously.

11. Consider Approving an Ordinance Amending Chapter 3.51 of the Marysville Municipal Code, "Petty Cash Fund," to Reflect Current Operations and Structure of City Government.

Finance Director Langdon stated she had no additional information on this item since the workshop. There were no comments or questions.

**Motion** made by Councilmember Toyer, seconded by Councilmember James, to adopt Ordinance No. 3140. **Motion** passed unanimously.

## **Legal**

### **Mayor's Business**

Mayor Nehring had the following comments:

- He and the director team are putting together a legislative agenda for the Council to review in December. He highlighted some of the items proposed for the agenda and solicited input from the Council.
- He and Councilmember Muller attended Stan Jones' funeral today at Tulalip. He was happy to honor Stan with so many other people as they said goodbyes to a great man.
- Tomorrow evening is the NJROTC Passing Review at 6:55 p.m. at Marysville Pilchuck High School.
- Gary Kemp sent the City a letter of appreciation to the City.
- Congratulations to the Seattle Sounders on their championship victory.

### **Staff Business**

Interim Police Chief Goldman thanked the Mayor and Council for the Proclamation regarding Military Family Appreciation Month. He also expressed appreciation for veterans and current military personnel and their families as we enter the holiday season.

Chief McFalls had no comments.

Director Mizell:

- Basketball season is beginning.
- There was a sold-out show at the Opera House last week.
- There will be dance showcases next week on Monday and Tuesday.
- Thanks to Public Works for helping with the memorial bench dedication last week.

Director Nielsen had no comments.

*DRAFT*

City Attorney Walker stated the need for an Executive Session to address three items: two regarding pending litigation and one to review the performance of a public official. No action was expected, and the time was estimated to be 30 minutes.

CAO Hirashima reported that there was a great group of five bidders for the Civic Campus. The City is currently in the process of certifying bidders. Following that, the documents will be reviewed and brought to Council.

### **Call on Councilmembers**

Councilmember Vaughan had no comments.

Councilmember James:

- Congratulations to Kelly Richards on the election results.
- Marysville Municipal Court had its first graduate from Mental Health Court. It's nice to see this program working well.

Councilmember King:

- He attended the bid opening which was encouraging.
- He also attended the Mental Health Court graduation.
- He attended the monthly Snohomish-Island Fire Commissioners' meeting where the guest speaker was Julie Boyer who is a first responder chaplain. There was also an update on the new radio system.

Councilmember Stevens had no comments.

Councilmember Toyer congratulated Kelly Richards on his election as well as the Mayor and Council members on their re-election.

Councilmember Muller:

- He congratulated Kelly Richards.
- The funeral service was a very impressive event. He recalled his memories of Stan Jones and commented on what a great man he was.
- He asked for an update on the Economic Development Council.

Councilmember Norton:

- It's time to start thinking about committee assignments for the new year.
- She thanked veterans in the community for their service.

### **Recess**

Council recessed at 7:33 p.m. before reconvened in Executive Session at 7:40 p.m. for 30 minutes to address three items with no action expected.

### **Executive Session**

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Litigation – two items, RCW 42.30.110(1)(i)

Personnel – one item, RCW 42.30.110(1)(g)

Executive Session was extended 35 minutes. Executive Session ended at 8:45 p.m. with no action taken.

### **Adjournment**

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to adjourn meeting. **Motion** passed unanimously.

The meeting was adjourned at 8:45 p.m.

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

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Mayor  
Jon Nehring

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the November 20, 2019 payroll in the amount \$1,312,174.12, paid by EFT Transactions and Check No.'s 32775 through 32792.

**COUNCIL ACTION:**



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 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.

<p><b>RECOMMENDED ACTION:</b></p> <p><b>The Finance and Executive Departments recommend City Council approve the November 20, 2019 claims in the amount of \$636,881.57 paid by EFT transactions and Check No.'s 136429 through 136546 with no Check No.'s voided.</b></p> <p><b>COUNCIL ACTION:</b></p>
--

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$636,881.57 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136429 THROUGH 136546 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 **9<sup>th</sup> DAY OF DECEMBER 2019**.

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/14/2019 TO 11/20/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136429	LICENSING, DEPT OF	CPL BATCH 11/12/19	GENERAL FUND	567.00
136430	LICENSING, DEPT OF	DEALERS LICENSE	GENERAL FUND	125.00
136431	LICENSING, DEPT OF		GENERAL FUND	125.00
136432	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	87.81
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	407.79
	ADVANTAGE BUILDING S		COMMUNITY CENTER	878.10
	ADVANTAGE BUILDING S		UTIL ADMIN	878.10
	ADVANTAGE BUILDING S		CITY HALL	1,317.15
	ADVANTAGE BUILDING S		COURT FACILITIES	1,317.15
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,403.30
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,756.09
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,896.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,951.47
136433	ALMELIA, SAMUEL & AI	UB REFUND	WATER/SEWER OPERATION	83.95
136434	ALPINE PRODUCTS INC	QUICK JOINTS	ROADWAY MAINTENANCE	350.28
136435	ANDREW YEUNG & KYUNG	UB REFUND	WATER/SEWER OPERATION	32.62
136436	AUTO VISUAL	REPAIR TINTING #P179	POLICE PATROL	185.81
136437	BANK OF AMERICA	TRAVEL/REGISTRATION	LEGAL - PROSECUTION	-235.00
	BANK OF AMERICA		GMA - STREET	12.00
	BANK OF AMERICA		LEGAL - PROSECUTION	32.78
	BANK OF AMERICA		LEGAL-GENL	68.90
	BANK OF AMERICA		LEGAL-GENL	184.04
136438	BANK OF AMERICA	PARKING/LICENSE RENEWAL	ENGR-GENL	123.00
136439	BANK OF AMERICA	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	119.55
	BANK OF AMERICA		OPERA HOUSE	140.50
136440	BANK OF AMERICA	TRAINING EXPENSE	GENERAL FUND	-19.26
	BANK OF AMERICA		EXECUTIVE ADMIN	342.77
136441	BANK OF AMERICA	TRAVEL/REGISTRATION	MUNICIPAL COURTS	150.00
	BANK OF AMERICA		MUNICIPAL COURTS	263.12
136442	BANK OF AMERICA	WELLNESS/ADVERTISING	POLICE PATROL	39.24
	BANK OF AMERICA		COMPUTER SERVICES	50.00
	BANK OF AMERICA		OPERA HOUSE	50.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	50.08
	BANK OF AMERICA		ENGR-GENL	100.00
	BANK OF AMERICA		UTIL ADMIN	325.00
136443	BANK OF AMERICA	SCAFFOLDING RENTAL	SEWER CAPITAL PROJECTS	618.93
136444	BARTELS, JEREMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
136445	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	668.98
	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,410.79
136446	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	138.00
	BRENNAN, SHANNON		COMMUNITY CENTER	321.00
136447	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	308.35
136448	CAPERON, SHEA	INSTRUCTOR SERVICES	COMMUNITY CENTER	216.00
136449	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	108.00
136450	CARLSON & HOUVENER	UB REFUND	WATER/SEWER OPERATION	16.78
	CARLSON & HOUVENER		WATER/SEWER OPERATION	69.80
136451	CASCADE SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	CASCADE SECURITY		MUNICIPAL COURTS	3,039.75
136452	COOP SUPPLY	GAS CANS	STORM DRAINAGE	45.88
136453	CORE & MAIN LP	COUPLER	WATER SERVICE INSTALL	85.80
	CORE & MAIN LP	MJ CAPS AND KITS	CAPITAL EXPENDITURES	304.91
136454	CROCKETT, SHANNON	UB REFUND	WATER/SEWER OPERATION	28.32
136455	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	49.47
136456	D.K. SYSTEMS, INC.	THERMOSTAT REPAIR	UTIL ADMIN	142.09
136457	DEWINE, ANNA	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
	DEWINE, ANNA		COMMUNITY CENTER	36.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/14/2019 TO 11/20/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136476	GREEN DOT CONCRETE	CONCRETE	CAPITAL EXPENDITURES	294.30
136477	GREENSHIELDS	PLATE PULLER, PIN, SHACKLE AND CUTTER	WATER DIST MAINS	468.53
136478	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
136479	GUDAKOV, VICTOR & DI	UB REFUND	WATER/SEWER OPERATION	207.89
136480	HD FOWLER COMPANY	TUBING CUTTERS	WATER SERVICE INSTALL	180.84
	HD FOWLER COMPANY	WRENCH AND CAPS	WATER DIST MAINS	537.00
	HD FOWLER COMPANY	METER SETTERS AND COUPLINGS	WATER/SEWER OPERATION	667.59
	HD FOWLER COMPANY	LOCATE FLAGS	ER&R	824.17
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICE INSTALL	869.51
136481	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	26.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	84.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	184.80
136482	HESS, TERRI	UB REFUND	GARBAGE	11.84
136483	HEWLETT PACKARD	COPIER/PRINTER CHARGES	PERSONNEL ADMINISTRATION	0.15
	HEWLETT PACKARD		SEWER MAIN COLLECTION	0.76
	HEWLETT PACKARD		STORM DRAINAGE	0.76
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	3.68
	HEWLETT PACKARD		LEGAL - PROSECUTION	10.14
	HEWLETT PACKARD		UTIL ADMIN	11.93
	HEWLETT PACKARD		POLICE PATROL	15.68
	HEWLETT PACKARD		CITY CLERK	16.92
	HEWLETT PACKARD		FINANCE-GENL	16.92
	HEWLETT PACKARD		WASTE WATER TREATMENT	18.31
	HEWLETT PACKARD		UTILITY BILLING	20.87
	HEWLETT PACKARD		MUNICIPAL COURTS	34.06
	HEWLETT PACKARD		COMPUTER SERVICES	103.53
136484	HOFFMAN, STACEY	UB REFUND	WATER/SEWER OPERATION	110.77
136485	HURTADO, VICTOR	INTERPRETER SERVICES	COURTS	125.00
	HURTADO, VICTOR		COURTS	125.00
136486	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	137.50
136487	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	11,533.92
136488	JET PLUMBING	RESTROOM REPAIR-JENNINGS	PARK & RECREATION FAC	588.58
136489	KEE, JESSE L.	UB REFUND	WATER/SEWER OPERATION	16.80
136490	KENNY, RIKKI	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	180.00
136491	KKXA 1520	ADVERTISING	OPERA HOUSE	200.00
136492	LAKWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	280.00
136493	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	25.00
136494	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	25.00
136495	LOCHRIDGE, JAMES & D	UB REFUND	WATER/SEWER OPERATION	250.26
136496	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
136497	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	2,735.89
136498	MARYSVILLE AWARDS	NAMETAGS	PARK & RECREATION FAC	22.95
136499	MARYSVILLE PRINTING	GARBAGE TAGS	SOLID WASTE OPERATIONS	91.99
136500	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	36.00
136501	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.58
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	29.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & 45	PARK & RECREATION FAC	65.31

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136501	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	74.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	111.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	117.83
	MARYSVILLE, CITY OF	UTILITY SERVICE-1627 3RD ST	STORM DRAINAGE	119.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	123.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE IRR	CITY HALL	147.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST OFFICE	PUBLIC SAFETY BLDG	193.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	207.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	208.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	212.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1407 1ST ST IRR	STORM DRAINAGE	249.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-1529 3RD ST IRR	WATER SERVICES	253.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-1311 4TH ST IRR	PARK & RECREATION FAC	255.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STATE IRR	PARK & RECREATION FAC	465.70
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	639.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	664.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	777.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	1,451.86
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	2,880.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	3,839.60
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	5,821.58
136502	MAUL FOSTER & ALONGI	GEDDES MARINA PROJECT	SURFACE WATER CAPITAL	34,411.18
136503	MCKENNA, DAVID	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,692.00
136504	MCKESSON MEDICAL	EVIDENCE SUPPLIES	POLICE PATROL	480.77
136505	MONGER, THOMAS	UB REFUND	GARBAGE	272.61
136506	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	333.00
136507	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	11.25
	OFFICE DEPOT		POLICE INVESTIGATION	56.64
	OFFICE DEPOT		POLICE INVESTIGATION	73.66
	OFFICE DEPOT		COMPUTER SERVICES	95.74
	OFFICE DEPOT		POLICE PATROL	137.86
136508	OSBORN, IRENE	UB REFUND	WATER/SEWER OPERATION	103.63
	OSBORN, IRENE		GARBAGE	340.34
136509	OTAK	PROFESSIONAL SERVICES	GMA - STREET	2,628.50
136510	PARTS STORE, THE	REFLECTOR	ER&R	3.19
	PARTS STORE, THE	FILTERS AND REFLECTORS	ER&R	107.45
	PARTS STORE, THE	FILTERS	ER&R	127.09
	PARTS STORE, THE	SHEAR AND WORKLIGHT	SMALL ENGINE SHOP	252.46
136511	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
136512	PILCHUCK RENTALS	PLATE COMPACTOR	ROADWAY MAINTENANCE	2,130.26
136513	PITCH PERFECT SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	465.60
	PITCH PERFECT SOCCER		RECREATION SERVICES	698.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	989.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	1,164.00
136514	PREMIER VOCAL	ENTERTAINMENT 12/6/19	OPERA HOUSE	1,250.00
136515	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	-3,803.64
	PROFORCE LAW ENFORC		POLICE PATROL	6,923.05
136516	PUD	ACCT #202461026	MAINT OF GENL PLANT	13.61
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.01

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136516	PUD	ACCT #202011813	PUMPING PLANT	17.72
	PUD	ACCT #200973956	SEWER LIFT STATION	18.07
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #200501617	TRANSPORTATION	24.36
	PUD	ACCT #200448801	TRANSPORTATION	37.90
	PUD	ACCT #202794657	TRANSPORTATION	37.94
	PUD	ACCT #203199732	TRANSPORTATION	39.81
	PUD	ACCT #203500020	STREET LIGHTING	50.57
	PUD	ACCT #202294245	SEWER LIFT STATION	50.74
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	56.23
	PUD	ACCT #200061463	PARK & RECREATION FAC	60.22
	PUD	ACCT #202303301	SEWER LIFT STATION	63.85
	PUD	ACCT #202288585	TRANSPORTATION	68.31
	PUD	ACCT #202524690	PUMPING PLANT	69.46
	PUD	ACCT #220681340	STORM DRAINAGE	70.47
	PUD	ACCT #221115934	MAINT OF GENL PLANT	73.87
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	98.70
	PUD	ACCT #201628880	WASTE WATER TREATMENT	102.83
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	120.34
	PUD	ACCT #201909637	SEWER LIFT STATION	121.87
	PUD	ACCT #222025900	PUMPING PLANT	132.76
	PUD	ACCT #203291216	GENERAL	133.53
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	133.62
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	181.81
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	217.40
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	292.23
	PUD	ACCT #201247699	STREET LIGHTING	315.47
	PUD	ACCT #201675634	WASTE WATER TREATMENT	362.82
	PUD	ACCT #201098969	PUMPING PLANT	581.75
	PUD	ACCT #202177333	MAINT OF GENL PLANT	594.03
	PUD	ACCT #201147253	PUMPING PLANT	707.20
	PUD	ACCT #201587284	WASTE WATER TREATMENT	738.70
	PUD	ACCT #200303477	WATER FILTRATION PLANT	831.62
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,041.17
	PUD	ACCT #200021871	COURT FACILITIES	1,111.95
	PUD	ACCT #201617479	CITY HALL	1,127.13
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,633.05
136517	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
	RUSDEN, JOHN		MUNICIPAL COURTS	1,110.00
136518	SAFETY SOURCE LLC	ROAD PLATES	CAPITAL EXPENDITURES	511.52
136519	SCORE	INMATE HOUSING	DETENTION & CORRECTION	19,220.00
136520	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		PROBATION	83.96
136521	SKIDMORE, JAMES	UB REFUND	WATER/SEWER OPERATION	138.12
136522	SNO CO FINANCE	800 MHZ PRINCIPAL AND INTEREST	REET I - POLICE	2,088.12
	SNO CO FINANCE		REET I - POLICE	83,524.95
136523	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,811.92
136524	SNO CO TREASURER	INMATE MEDICAL-SEPT 2019	DETENTION & CORRECTION	149.33
136525	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	81,818.97
136526	SOLID WASTE SYSTEMS	VALVE ASSEMBLY	ER&R	285.71
136527	SONITROL	SECURITY MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72



**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136527	SONITROL	SECURITY MONITORING	SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
136528	SPRINGBROOK NURSERY	MULCH	ROADSIDE VEGETATION	28.03
	SPRINGBROOK NURSERY		TRANSPORTATION	364.36
136529	STANWOOD REDI-MIX	CONCRETE THRUST BLOCKS	CAPITAL EXPENDITURES	605.30
136530	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	17.26
	STAPLES		PARK & RECREATION FAC	41.57
	STAPLES		MUNICIPAL COURTS	150.05
	STAPLES		MUNICIPAL COURTS	194.30
	STAPLES		MUNICIPAL COURTS	546.52
136531	STEPMAN PROPERTIES L	UB REFUND	WATER/SEWER OPERATION	388.27
136532	STRIPE RITE, INC.	PAY ESTIMATE #1	CITY STREETS	-8,208.40
	STRIPE RITE, INC.		ROADWAY MAINTENANCE	179,435.67
136533	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	979.66
136534	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	86.17
136535	TECHPOWER SOLUTIONS	PRINTER	IS REPLACEMENT ACCOUNTS	977.14
136536	TOLEDO, FERDINAND	UB REFUND	WATER/SEWER OPERATION	189.32
136537	TRAFFIC SAFETY SUPPL	ROAD MARKERS AND REFLECTORS	STORM DRAINAGE	1,328.66
136538	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION	4,225.00
136539	TRIVETT, MARK A	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
136540	VANDERPOOL, RIA	ENTERTAINMENT 12/6/19	OPERA HOUSE	400.00
136541	VANDERPOOL, RIA	ENTERTAINMENT 12/7/19	COMMUNITY EVENTS	500.00
136542	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	713.00
	WA STATE TREASURER		GENERAL FUND	53,153.62
136543	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
	WEST PAYMENT CENTER		LEGAL-GENL	384.74
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.74
136544	WESTERN EQUIPMENT	HARDWARE	SMALL ENGINE SHOP	353.59
136545	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	16,383.70
136546	YAKIMA COUNTY DOC	INMATE HOUSING AND MEDICAL-OCT 2019	DETENTION & CORRECTION	22,584.69

**WARRANT TOTAL: 636,881.57**

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 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.

<p><b>RECOMMENDED ACTION:</b></p> <p><b>The Finance and Executive Departments recommend City Council approve the November 27, 2019 claims in the amount of \$961,734.63 paid by EFT transactions and Check No.'s 136547 through 136666 with no Check No.'s voided.</b></p> <p><b>COUNCIL ACTION:</b></p>
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BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$961,734.63 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136547 THROUGH 136666 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 **9<sup>th</sup> DAY OF DECEMBER 2019**.

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/21/2019 TO 11/27/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136547	FIRST AMERICAN TITLE	ROW ACQUISITION-4306 109TH PL NE	GMA - STREET	1,432.80
136548	REVENUE, DEPT OF	TAXES-OCT 2019	CITY CLERK	0.04
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	0.85
	REVENUE, DEPT OF		COMMUNITY	1.10
	REVENUE, DEPT OF		BLDING MAINT	35.34
	REVENUE, DEPT OF		RECREATION SERVICES	39.24
	REVENUE, DEPT OF		POLICE ADMINISTRATION	54.63
	REVENUE, DEPT OF		WATER/SEWER OPERATION	117.54
	REVENUE, DEPT OF		GENERAL FUND	277.38
	REVENUE, DEPT OF		GOLF ADMINISTRATION	284.82
	REVENUE, DEPT OF		GMA-PARKS	371.54
	REVENUE, DEPT OF		INFORMATION SERVICES	422.24
	REVENUE, DEPT OF		GOLF COURSE	5,635.79
	REVENUE, DEPT OF		STORM DRAINAGE	6,690.92
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	32,262.79
	REVENUE, DEPT OF		UTIL ADMIN	75,690.33
136549	ALL BATTERY SALES &	HEADLAMPS	ER&R	111.07
136550	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	44.20
136551	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	30.22
	AMERICAN CLEANERS		POLICE PATROL	41.52
	AMERICAN CLEANERS		POLICE ADMINISTRATION	51.04
	AMERICAN CLEANERS		DETENTION & CORRECTION	88.50
	AMERICAN CLEANERS		OFFICE OPERATIONS	118.76
136552	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	107.71
	ARAMARK UNIFORM		OPERA HOUSE	207.11
	ARAMARK UNIFORM		OPERA HOUSE	217.55
136553	ARENDS, DORIS	UB REFUND	WATER/SEWER OPERATION	10.10
136554	ARENDS, DORIS	UB REFUND	WATER/SEWER OPERATION	252.12
136555	BANK OF AMERICA	PARKING	EXECUTIVE ADMIN	30.00
136556	BANK OF AMERICA	ORAL BOARD EXPENSE	POLICE INVESTIGATION	93.35
136557	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	169.70
136558	BANK OF AMERICA	INMATE MEDICAL/MEMBERSHIP RENEWAL	POLICE ADMINISTRATION	150.00
	BANK OF AMERICA		DETENTION & CORRECTION	170.19
136559	BANK OF AMERICA	TRAVEL/SUPPLIES	DETENTION & CORRECTION	131.60
	BANK OF AMERICA		OFFICE OPERATIONS	254.80
	BANK OF AMERICA		OFFICE OPERATIONS	261.84
136560	BANK OF AMERICA	TRAINING/OFFICE/MEETING SUPPLIES	EXECUTIVE ADMIN	28.41
	BANK OF AMERICA		EXECUTIVE ADMIN	216.59
	BANK OF AMERICA		EXECUTIVE ADMIN	420.84
136561	BANK OF AMERICA	SPECIAL EVENT SUPPLIES/ ADVERTISING	UTIL ADMIN	59.51
	BANK OF AMERICA		OPERA HOUSE	387.85
	BANK OF AMERICA		OPERA HOUSE	681.14
136562	BANK OF AMERICA	SUPPLIES/REGISTRATION	GENERAL FUND	-49.12
	BANK OF AMERICA		EXECUTIVE ADMIN	817.27
	BANK OF AMERICA		CITY COUNCIL	880.00
136563	BANK OF AMERICA	TRAVEL EXPENSE	POLICE PATROL	2,711.60
136564	BANK OF AMERICA	TRAVEL/CAMERA/IT SUPPLIES/RENEWAL	FINANCE-GENL	19.92
	BANK OF AMERICA		COMPUTER SERVICES	24.96
	BANK OF AMERICA		COMPUTER SERVICES	30.00
	BANK OF AMERICA		UTIL ADMIN	73.79
	BANK OF AMERICA		RECREATION SERVICES	262.44
	BANK OF AMERICA		COMPUTER SERVICES	820.51
	BANK OF AMERICA		COMPUTER SERVICES	1,618.13
	BANK OF AMERICA		DETENTION & CORRECTION	1,666.83
136565	BEAZER, SHAYLA	REFUND CLASS FEES	PARKS-RECREATION	70.00
136566	BENSON, MANDY	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136567	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	3,274.75
136568	BICKFORD FORD	HOSE ASSEMBLY	EQUIPMENT RENTAL	41.18
	BICKFORD FORD	HARDWARE AND GAS KIT	EQUIPMENT RENTAL	70.00

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136568	BICKFORD FORD	2019 FORD F350 EXT CAB	EQUIPMENT RENTAL	39,935.53
	BICKFORD FORD		EQUIPMENT RENTAL	50,940.28
136569	BJS TOOLS LLC	TOOL SET AND HEX KEY SET	EQUIPMENT RENTAL	111.48
136570	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	81,585.26
136571	BRANOM INSTRUMENT CO	ANNUAL METER VERIFICATION	WATER FILTRATION PLANT	721.38
	BRANOM INSTRUMENT CO		SOURCE OF SUPPLY	721.38
	BRANOM INSTRUMENT CO		SEWER LIFT STATION	721.38
	BRANOM INSTRUMENT CO		WATER RESERVOIRS	721.38
136572	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
	BROOKS, DIANE E		RECREATION SERVICES	270.00
136573	BSN SPORTS, LLC	BASKETBALLS	RECREATION SERVICES	194.42
136574	CACEK, LEXI	UB REFUND	WATER/SEWER OPERATION	41.29
136575	CAPITAL INDUSTRIES	8 YD DUMPSTERS	SOLID WASTE OPERATIONS	4,704.28
	CAPITAL INDUSTRIES	1 YD DUMPSTERS	SOLID WASTE OPERATIONS	6,978.81
	CAPITAL INDUSTRIES	8 YD DUMPSTERS	SOLID WASTE OPERATIONS	10,504.82
136576	CARRIER, DONALD	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136577	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,675.88
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,992.09
136578	CHAMPION BOLT	RATCHET, WRENCH AND HARDWARE	WASTE WATER TREATMENT	162.35
136579	CODE PUBLISHING	ELEC UPDATE	CITY CLERK	111.28
136580	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
136581	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	58.99
136582	CORE & MAIN LP	T10 NEPTUNE METERS	WATER SERVICE INSTALL	13,780.72
136583	CUTTING EDGE TRAIN	TRAINING	EXECUTIVE ADMIN	4,900.00
136584	D.K. SYSTEMS, INC.	HVAC MAINTENANCE	SOURCE OF SUPPLY	109.85
	D.K. SYSTEMS, INC.	REPAIR THERMOSTAT	PUBLIC SAFETY BLDG	248.66
	D.K. SYSTEMS, INC.		SEWER MAIN COLLECTION	248.66
	D.K. SYSTEMS, INC.	HVAC MAINTENANCE	SUNNYSIDE FILTRATION	261.23
	D.K. SYSTEMS, INC.		OPERA HOUSE	288.01
	D.K. SYSTEMS, INC.		COMMUNITY CENTER	321.34
	D.K. SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	D.K. SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	D.K. SYSTEMS, INC.		COURT FACILITIES	807.18
	D.K. SYSTEMS, INC.		CITY HALL	998.46
	D.K. SYSTEMS, INC.		PARK & RECREATION FAC	1,025.23
	D.K. SYSTEMS, INC.		UTIL ADMIN	1,152.00
	D.K. SYSTEMS, INC.		WASTE WATER TREATMENT	1,426.37
	D.K. SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
136585	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	533.40
136586	DELL	WIRELESS CARDS	IS REPLACEMENT ACCOUNTS	40.18
136587	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
136588	DIFFERENTIAL NETWORK	LICENSES AND SOFTWARE TRAINING	COMPUTER SERVICES	532.31
	DIFFERENTIAL NETWORK		PARK & RECREATION FAC	986.96
136589	DLT SOLUTIONS	AUTOCAD RENEWAL	WASTE WATER TREATMENT	2,129.78
	DLT SOLUTIONS		STORM DRAINAGE	2,129.78
	DLT SOLUTIONS		SEWER MAIN COLLECTION	2,129.79
136590	DON & KARLA DOTCHIN	UB REFUND	WATER/SEWER OPERATION	84.46
136591	E&E LUMBER	CONNECTORS	PUBLIC SAFETY BLDG	10.79
	E&E LUMBER	SPRAY PAINT	MAINT OF GENL PLANT	20.94
	E&E LUMBER	CAUTION TAPE	PARK & RECREATION FAC	29.36
	E&E LUMBER	SMOKE ALARMS AND EXT CORDS	FACILITY MAINTENANCE	33.56
	E&E LUMBER	FITTINGS	WASTE WATER TREATMENT	35.66
	E&E LUMBER	SMOKE ALARMS AND EXT CORDS	GMA - STREET	37.14
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	40.90
	E&E LUMBER	FINISH BLADE	PARK & RECREATION FAC	48.08
	E&E LUMBER	CORDS, TAP, TESTER AND ADAPTER	WASTE WATER TREATMENT	66.59
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	72.35
	E&E LUMBER	GRAFFITI SUPPLIES	ROADWAY MAINTENANCE	104.28
	E&E LUMBER	PULLER BAR AND HAMMER	PARK & RECREATION FAC	109.08
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	231.72

**CITY OF MARYSVILLE  
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136591	E&E LUMBER	GOLF BRIDGE REPAIR SUPPLIES	MAINTENANCE	358.76
136592	EARTHCORPS	PEPPERWEED TREATMENT	STORM DRAINAGE	3,307.30
136593	ECONOMIC ALLIANCE	EXPO BOOTH FEES	EXECUTIVE ADMIN	128.56
136594	ELLINGSON, FLOYD	UB REFUND	WATER/SEWER OPERATION	23.10
136595	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
136596	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	172,316.85
136597	FASTENAL COMPANY	FASTENERS AND BITS	PARK & RECREATION FAC	99.28
136598	FIRST AMERICAN TITLE	TITLE REPORT-7528728	GMA-PARKS	384.30
136599	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	60.45
136600	GENERAL EQUIPMENT	65 & 95 GALLON CARTS	GARBAGE	-603.80
	GENERAL EQUIPMENT		SOLID WASTE OPERATIONS	7,096.30
136601	GESSNER, KEVIN	REIMBURSE MEAL	WATER DIST MAINS	10.53
136602	GOVCONNECTION INC	SCANNERS	LEGAL-GENL	943.26
	GOVCONNECTION INC		LEGAL - PROSECUTION	1,886.52
136603	GRAINGER	TRAIN CAR REPAIR	MAINTENANCE	289.52
	GRAINGER	STORAGE RACK	UTIL ADMIN	427.84
136604	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	40,786.11
136605	GREENSHIELDS	PRY BAR	PARK & RECREATION FAC	105.41
136606	HANNING, DANA & RICH	UB REFUND	WATER/SEWER OPERATION	38.32
136607	HARRINGTON INDUST.	PRICE CORRECTION	WATER QUAL TREATMENT	-854.73
	HARRINGTON INDUST.	UNION CHEM PROLINE	WATER QUAL TREATMENT	505.41
	HARRINGTON INDUST.	VALVES, REDUCERS AND ADAPTERS	WATER QUAL TREATMENT	2,631.10
136608	HARTENIAN, ELISE	WELLNESS EXPENSE	PERSONNEL ADMINISTRATION	240.00
136609	HILL, TABITHA	OPERA HOUSE RENTAL REFUND	PARKS-RENTS & ROYALTIES	210.00
	HILL, TABITHA	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136610	JOHNSON, TRESA	REFUND RENTAL FEES	PARKS-RECREATION	70.00
136611	JUMPING BEAN LLC	UB REFUND	WATER/SEWER OPERATION	53.08
136612	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	192.00
136613	LOWES HIW INC	KEYPAD	PUBLIC SAFETY BLDG	41.49
	LOWES HIW INC	PLIERS, SANDPAPER, END HEX AND JOINT	WASTE WATER TREATMENT	58.33
136614	MARKWARDT, MICHELLE	UB REFUND	WATER/SEWER OPERATION	248.97
136615	MARYSVILLE PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	229.36
	MARYSVILLE PRINTING	CASE JACKETS	POLICE PATROL	826.31
136616	MESSERLY, CONNIE	BENEFITS/WELLNESS/DRS SUPPLIES	PERSONNEL ADMINISTRATION	73.36
136617	MIZELL, TARA	SPECIAL EVENT SUPPLIES	OPERA HOUSE	130.81
136618	MOSER, SAMUEL	UB REFUND	WATER/SEWER OPERATION	32.27
136619	MRSC	SMALL WORKS ROSTER FEE	FINANCE-GENL	1,145.00
136620	NAGEL, HAYLEY	REFUND CLASS FEES	PARKS-RECREATION	70.00
136621	NATIONAL BARRICADE	TEMP PAVEMENT TAPE	ROADWAY MAINTENANCE	57.77
136622	NAWELI, STACIE	REFUND CLASS FEES	PARKS-RECREATION	50.00
136623	NC MACHINERY COMPANY	DOZER RENTAL	STORM DRAINAGE	1,451.50
136624	NORTH COAST ELECTRIC	PANEL BULBS	WASTE WATER TREATMENT	73.65
	NORTH COAST ELECTRIC	PANEL, LIGHT AND SWITCH	WATER DIST MAINS	495.79
	NORTH COAST ELECTRIC	POINT CONTROLLER	WATER DIST MAINS	871.66
	NORTH COAST ELECTRIC	PANELS, BRACKETS AND ENCLOSURE	WATER DIST MAINS	1,428.76
136625	NYLUND, DEREK	UB REFUND	WATER/SEWER OPERATION	30.91
136626	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	14.85
	OFFICE DEPOT		COMPUTER SERVICES	16.09
	OFFICE DEPOT		UTIL ADMIN	17.48
	OFFICE DEPOT		COMPUTER SERVICES	32.95
	OFFICE DEPOT		COMPUTER SERVICES	41.42
	OFFICE DEPOT		UTIL ADMIN	77.01
	OFFICE DEPOT		POLICE INVESTIGATION	100.38
	OFFICE DEPOT		POLICE PATROL	109.47
	OFFICE DEPOT		COMPUTER SERVICES	152.99
	OFFICE DEPOT		POLICE PATROL	186.79
	OFFICE DEPOT		EXECUTIVE ADMIN	265.58
	OFFICE DEPOT		OFFICE OPERATIONS	300.52
136627	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	3,990.60
136628	PARKERSON, PAYTON	UB REFUND	WATER/SEWER OPERATION	67.86
136629	PART WORKS INC, THE	CHECK REPAIR KITS	SOURCE OF SUPPLY	241.70

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136630	PARTSMASTER	SPRING ASSORTMENT	EQUIPMENT RENTAL	288.43
136631	PETEK, MICHAEL	REIMBURSE MEAL	WATER DIST MAINS	14.08
136632	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	42.63
	PETROCARD SYSTEMS		COMPUTER SERVICES	54.60
	PETROCARD SYSTEMS		STORM DRAINAGE	79.02
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	82.19
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	187.06
	PETROCARD SYSTEMS		COMMUNITY	498.35
	PETROCARD SYSTEMS		PARK & RECREATION FAC	915.29
	PETROCARD SYSTEMS		GENERAL	3,757.14
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,556.44
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,692.45
	PETROCARD SYSTEMS		POLICE PATROL	9,384.72
136633	PETTY CASH- POLICE	OFFICE SUPPLIES	DETENTION & CORRECTION	50.81
136634	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	31.58
	PGC INTERBAY LLC		PRO-SHOP	39.50
	PGC INTERBAY LLC		PRO-SHOP	94.75
	PGC INTERBAY LLC		PRO-SHOP	103.75
	PGC INTERBAY LLC		PRO-SHOP	107.38
	PGC INTERBAY LLC		PRO-SHOP	187.50
	PGC INTERBAY LLC		MAINTENANCE	201.42
	PGC INTERBAY LLC		PRO-SHOP	625.00
	PGC INTERBAY LLC		PRO-SHOP	769.52
	PGC INTERBAY LLC		PRO-SHOP	892.17
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		GOLF COURSE	1,879.00
	PGC INTERBAY LLC		MAINTENANCE	2,886.39
136635	PIKE, TRAVIS	REIMBURSE TRAINING EXPENSE/MILEAGE	TRAINING	173.40
136636	POTTER, BRENT	REIMBURSE MEALS	WATER DIST MAINS	18.61
	POTTER, BRENT	REIMBURSE TRAINING EXPENSE	WATER RESERVOIRS	45.44
	POTTER, BRENT	REIMBURSE TESTING FEES	WATER DIST MAINS	188.74
136637	PUBLIC SAFETY TESTIN	TESTING FEES	POLICE PATROL	330.00
136638	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #202368544	TRANSPORTATION	51.39
	PUD	ACCT #203430897	STREET LIGHTING	54.83
	PUD	ACCT #202368551	PARK & RECREATION FAC	103.02
	PUD	ACCT #202000329	PARK & RECREATION FAC	151.90
	PUD	ACCT #201225067	PARK & RECREATION FAC	170.26
	PUD	ACCT #200625382	SEWER LIFT STATION	260.60
	PUD	ACCT #201021698	PARK & RECREATION FAC	268.50
	PUD	ACCT #201021607	PARK & RECREATION FAC	281.59
	PUD	ACCT #220824148	WASTE WATER TREATMENT	586.69
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,111.37
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,295.56
	PUD	ACCT #201577921	PUMPING PLANT	4,283.23
	PUD	ACCT #202075008	WASTE WATER TREATMENT	6,082.27
	PUD	ACCT #201420635	WASTE WATER TREATMENT	10,690.51
	PUD	ACCT #201721180	WASTE WATER TREATMENT	19,843.38
136639	ROSE, DIANA	REIMBURSE MILEAGE/WELLNESS EXPENSE	EXECUTIVE ADMIN	239.55
136640	ROSEMOUNT ANALYTICAL	MISC SENSORS	WATER FILTRATION PLANT	1,624.58
	ROSEMOUNT ANALYTICAL		SUNNYSIDE FILTRATION	1,624.58
136641	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	9.98
136642	SAFEWAY INC.	MEETING/CERT/TRAINING SUPPLIES	EXECUTIVE ADMIN	53.95
	SAFEWAY INC.		EXECUTIVE ADMIN	154.92
136643	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	256.78
136644	SAFEWAY INC.	SPECIAL EVENT/PARKS SUPPLIES	RECREATION SERVICES	51.87
	SAFEWAY INC.		OPERA HOUSE	280.84



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136645	SAFEWAY INC. SAFEWAY INC.	MEETING SUPPLIES	POLICE PATROL	139.65
136646	SCIENTIFIC SUPPLY	ACTIFLO PILOT SUPPLIES	OPERA HOUSE	201.39
136647	SEATTLE TIMES, THE	SUBSCRIPTION-ACCT #60344419	SEWER CAPITAL PROJECTS	385.83
136648	SHANKS, KENNETH SHANKS, KENNETH	UB REFUND	EXECUTIVE ADMIN	118.30
136649	SMITH, DONALD G & DO		WATER/SEWER OPERATION	87.08
136650	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	GARBAGE	320.06
136651	SOLORIO, CARLOS	UB REFUND	WATER/SEWER OPERATION	69.73
136652	SOUND PUBLISHING	LEGAL AD	SOLID WASTE OPERATIONS	165,990.00
136653	SOUND PUBLISHING	EMPLOYMENT ADS	WATER/SEWER OPERATION	183.77
136654	SOUND SAFETY SOUND SAFETY SOUND SAFETY SOUND SAFETY	TAX CREDIT GLOVES RAIN GEAR	GMA - STREET	295.79
136655	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	598.00
136656	STRATEGIES 360 STRATEGIES 360 STRATEGIES 360	PROFESSIONAL SERVICES	COMMUNITY	-0.81
136657	TECHPOWER SOLUTIONS	PRINTER	PARK & RECREATION FAC	97.24
136658	THOMPSON, ROBBIE	UB REFUND	PARK & RECREATION FAC	153.16
136659	TRAFFIC SAFETY SUPPL TRAFFIC SAFETY SUPPL	TRAFFIC SIGNS, FLAGS W/BRACING	PARK & RECREATION FAC	153.16
136660	UNITED PARCEL SERVIC	SHIPPING EXPENSE	PARK & RECREATION FAC	111.52
136661	UNITED RENTALS	RENTAL OF TANK	GENERAL	1,050.00
136662	VEOLIA WATER TECHNOL	TRAILER RENTAL	WASTE WATER TREATMENT	1,050.00
136663	WATERSHED, INC	UNIFORM-BLAKE	UTIL ADMIN	1,400.00
136664	WESTERN TRUCK WESTERN TRUCK WESTERN TRUCK	AIR CANS IGNITION KEYS DIAGNOSE AND REPAIR #J042	IS REPLACEMENT ACCOUNTS	262.31
136665	WILLDAN FINANCIAL	ARBITRAGE REBATE SERVICE-LID 71	WATER/SEWER OPERATION	11.43
136666	ZIONS BANK ZIONS BANK ZIONS BANK ZIONS BANK	CUSTODIAN/SAFEKEEPING	STORM DRAINAGE	1,143.93
			SEWER MAIN COLLECTION	1,143.93
			POLICE PATROL	84.35
			SEWER CAPITAL PROJECTS	1,552.25
			SEWER CAPITAL PROJECTS	38,255.00
			POLICE PATROL	440.06
			ER&R	130.25
			EQUIPMENT RENTAL	734.71
			EQUIPMENT RENTAL	1,149.79
			INTEREST & OTHER DEBT	2,500.00
			FINANCE-GENL	230.00
			CAPITAL EXPENDITURES	230.00
			GMA - STREET	230.00
			ENTERPRISE D/S	230.00

**WARRANT TOTAL: 961,734.63**

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

*Update*  
*Index # 23*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 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 December 4, 2019 claims in the amount of \$4,484,252.27 paid by EFT transactions and Check No.'s 136667 through 136773 with no Check No.'s voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

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 **\$4,484,252.27 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136667 THROUGH 136773 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 **9<sup>th</sup> DAY OF DECEMBER 2019**.

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/28/2019 TO 12/4/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136667	SCARSELLA BROS	PAY ESTIMATE #5	GMA - STREET	709,493.37
136668	US BANK	MARLTGOREF13	INTEREST & OTHER	14,631.38
	US BANK		INTEREST & OTHER	29,706.12
	US BANK		INTEREST & OTHER	44,337.50
	US BANK		REDEMPTION L/T DEBT-PARK	127,875.00
	US BANK		INTEREST & OTHER	134,050.00
	US BANK		REDEMPTION L/T	259,625.00
	US BANK		REDEMPTION L/T	387,500.00
	US BANK		REDEMPTION L/T	465,000.00
136669	US BANK	MARLTGOREF16	INTEREST & OTHER	45,450.00
	US BANK		REDEMPTION L/T	460,000.00
136670	US BANK	MARLTGO18	INTEREST & OTHER	221,509.38
136671	US BANK	MARLTGO18B	INTEREST & OTHER	782,000.00
136672	US BANK	MARLTGOREF10	INTEREST & OTHER	97,737.50
136673	US BANK	MARLTGO07T	GOLF DEBT SERVICE	189,568.75
136674	RAPID FINANCIAL SOL	JURY COSTS	COURTS	300.66
136675	APPLIED INDUSTRIAL T	BEARING CREDIT	EQUIPMENT RENTAL	-54.65
	APPLIED INDUSTRIAL T	BEARINGS	EQUIPMENT RENTAL	54.65
	APPLIED INDUSTRIAL T		ER&R	209.29
136676	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.86
136677	ASCENDENT, LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-9.45
	ASCENDENT, LLC		WATER/SEWER OPERATION	1,150.00
136678	BENTLEY SYSTEMS INC	WATERCAD STANDALONE PIPES	UTIL ADMIN	4,201.49
136679	BUSE, MARK	UB REFUND	WATER/SEWER OPERATION	24.90
136680	CADMAN MATERIALS INC	ASPHALT CREDIT	ROADWAY MAINTENANCE	-465.10
	CADMAN MATERIALS INC	TACK	CAPITAL EXPENDITURES	17.43
	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	153.72
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	311.38
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	385.63
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	465.10
	CADMAN MATERIALS INC		CAPITAL EXPENDITURES	992.48
136681	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	14,636.00
136682	CASCADE VETERINARY	ANIMAL CARE	COMMUNITY SERVICES UNIT	241.73
136683	CASTIGLIONI, ANTHONY	UB REFUND	WATER/SEWER OPERATION	126.15
136684	COOPER, JAMES		WATER/SEWER OPERATION	50.71
136685	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		WASTE WATER TREATMENT	44.11
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST	STAPLES	MUNICIPAL COURTS	73.32
	COPIERS NORTHWEST	PRINTER CHARGES	GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/28/2019 TO 12/4/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136685	COPIERS NORTHWEST	PRINTER CHARGES	OFFICE OPERATIONS	707.45
136686	CORE & MAIN LP	WRENCHES	WATER DIST MAINS	37.27
	CORE & MAIN LP		WATER DIST MAINS	132.29
	CORE & MAIN LP	COUPLINGS, GASKETS AND METER SETTERS	WATER/SEWER OPERATION	1,822.47
136687	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,149.60
136688	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	874.40
136689	CRYSTAL SPRINGS	COOLER AND WATER	COMMUNITY	28.13
136690	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	197.40
136691	DELL	SERVER	IS REPLACEMENT ACCOUNTS	8,577.20
136692	DIAMOND VETERINARY	ANIMAL CRUELTY CASE CREDIT	COMMUNITY SERVICES UNIT	-27.00
	DIAMOND VETERINARY	ANIMAL CRUELTY CASE	COMMUNITY SERVICES UNIT	1,612.16
	DIAMOND VETERINARY		COMMUNITY SERVICES UNIT	2,992.11
	DIAMOND VETERINARY		COMMUNITY SERVICES UNIT	9,990.33
136693	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
136694	DONNELSON ELECTRIC	ELEVATOR REPAIR	PUBLIC SAFETY BLDG	245.93
136695	E&E LUMBER	BRUSH AND ROD	OPERA HOUSE	19.18
	E&E LUMBER	CONCRETE AND POSTS	SOLID WASTE OPERATIONS	22.84
	E&E LUMBER	CEDAR FENCING AND HARDWARE	SOLID WASTE OPERATIONS	38.19
	E&E LUMBER	TUBE, STAT AND WASHER	MAINT OF GENL PLANT	42.46
	E&E LUMBER	STAPLE GUN	ROADSIDE VEGETATION	51.34
	E&E LUMBER	PAINT AND SUPPLIES	ROADSIDE VEGETATION	74.47
136696	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-BRYANT, S	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-BUELL	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-COBB	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-CRAIN	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-LATIMER	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-PRIMM	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-SPRAGUE	UTIL ADMIN	64.00
	ECOLOGY, DEPT. OF	WW OPERATION CERT RENEWAL-STAIR	UTIL ADMIN	64.00
136697	ERCI	CONSULTING	GMA-PARKS	3,192.57
136698	EVERETT TIRE & AUTO	TIRES	ER&R	1,343.07
136699	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	302.40
	EVERETT, CITY OF		WASTE WATER TREATMENT	474.30
136700	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	67.47
	FERRELLGAS		TRAFFIC CONTROL DEVICES	67.47
136701	FIELD, LAURA	UB REFUND	WATER/SEWER OPERATION	422.02
136702	FOREMOST PROMOTIONS	BADGE STICKERS	GENERAL FUND	-52.91
	FOREMOST PROMOTIONS		YOUTH SERVICES	621.81
136703	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	54.76
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.61
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	74.06
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	74.06
	FRONTIER COMMUNICATI	ACCT #36065150871007945	PARK & RECREATION FAC	87.04
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	88.56
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	88.56
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	107.84
136704	FROST FAMILY LLC	UB REFUND	WATER/SEWER OPERATION	79.52
136705	GOVCONNECTION INC	EOC SUPPLIES	COMPUTER SERVICES	294.18
	GOVCONNECTION INC	SCANNERS	UTILITY BILLING	1,886.52
136706	GRAINGER	KNEE PADS, CLEANER AND GLUE	ER&R	106.83
136707	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	132.42
	GRANITE CONST		ROADWAY MAINTENANCE	133.74
	GRANITE CONST		ROADWAY MAINTENANCE	137.69

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/28/2019 TO 12/4/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136707	GRANITE CONST	ASPHALT	CAPITAL EXPENDITURES	475.00
	GRANITE CONST		ROADWAY MAINTENANCE	535.60
	GRANITE CONST		CAPITAL EXPENDITURES	2,962.62
	GRANITE CONST		CAPITAL EXPENDITURES	4,191.94
	GRANITE CONST		STORM DRAINAGE	4,704.49
136708	HARBOR FREIGHT TOOLS	IMPACT SET AND BITS	PUMPING PLANT	24.03
136709	HARRIS PACIFIC NW	SANDFILTER AIR LINE REPAIRS	WASTE WATER TREATMENT	7,213.80
136710	HD FOWLER COMPANY	ADAPTER EXCHANGE CREDIT	WATER SERVICE INSTALL	-452.81
	HD FOWLER COMPANY	COUPLINGS	CAPITAL EXPENDITURES	84.83
	HD FOWLER COMPANY		CAPITAL EXPENDITURES	84.89
	HD FOWLER COMPANY	SOLID CORE HOSE AND CLAMPS	STORM DRAINAGE	123.23
	HD FOWLER COMPANY		SEWER MAIN COLLECTION	123.24
	HD FOWLER COMPANY	SCREWDRIVER AND BRASS	HYDRANTS	184.86
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICE INSTALL	341.59
	HD FOWLER COMPANY	VALVE BOX AND FABRIC	CAPITAL EXPENDITURES	597.68
136711	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	17,689.50
136712	HOME DEPOT USA	HAND WASH CLEANER	MAINT OF GENL PLANT	166.05
136713	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
136714	IMSA	MEMBERSHIP DUES (5)	TRANSPORTATION	425.00
136715	IRON MOUNTAIN	ROCK	WATER DIST MAINS	919.34
	IRON MOUNTAIN		SEWER MAIN COLLECTION	919.34
	IRON MOUNTAIN		ROADWAY MAINTENANCE	919.34
136716	JOHN DEERE CORP	2019 1580 TERRAIN CUT MOWER	EQUIPMENT RENTAL	33,252.56
136717	KELLER SUPPLY COMPAN	FACILITY REPAIR PARTS	COURT FACILITIES	96.29
136718	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	1,313.48
136719	KENWORTH NORTHWEST	FLAT GLASS MIRROR	EQUIPMENT RENTAL	580.32
	KENWORTH NORTHWEST	DIAGNOSE AND REPAIR #H016	EQUIPMENT RENTAL	934.09
136720	KKXA 1520	ADVERTISING	OPERA HOUSE	300.00
136721	KNOWBE4, INC.	TRAINING ADD ON	COMPUTER SERVICES	432.83
136722	LARSON, MARGARET H	UB REFUND	GARBAGE	17.82
136723	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	114.77
	LES SCHWAB TIRE CTR	TIRES	ER&R	818.76
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	4,082.53
136724	LIVE IN COMPANY, LLC	CREATIVE SERVICE	EXECUTIVE ADMIN	12,500.00
136725	LOWES HIW INC	LUMBER	SOLID WASTE OPERATIONS	10.33
	LOWES HIW INC	POSTS	SOLID WASTE OPERATIONS	19.59
136726	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	70.00
	MARYSVILLE PRINTING	FIREARMS FORMS	MUNICIPAL COURTS	81.06
	MARYSVILLE PRINTING	BUSINESS CARDS	EMBEDDED SOCIAL WORKER	108.10
	MARYSVILLE PRINTING	OFFER FORMS	LEGAL - PROSECUTION	220.68
136727	MARYSVILLE PROFESSIO	REFUND RENTAL FEES	PARKS-RECREATION	25.00
	MARYSVILLE PROFESSIO	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
136728	MARYSVILLE SCHOOL	FACILITY RENTAL	COMMUNITY	10.00
136729	MARYSVILLE VAC & SEW	SHOP VAC BAGS	FACILITY MAINTENANCE	44.75
136730	MC CLURE & SONS INC	PAY ESTIMATE #5	SEWER CAPITAL PROJECTS	223,134.86
136731	MCDONALD, KEVIN D	HEARING EXAMINER SERVICE	COMMUNITY	1,729.88
136732	MCLOUGHLIN & EARDLEY	LIGHT BARS	ER&R	2,017.68
136733	MERISKO, JOHN & DIAN	UB REFUND	WATER/SEWER OPERATION	130.00
	MERISKO, JOHN & DIAN		WATER/SEWER OPERATION	866.90
136734	MOTOR TRUCKS	BRACKETS	ER&R	68.64
	MOTOR TRUCKS	SLACK ADJUSTERS	EQUIPMENT RENTAL	235.19
	MOTOR TRUCKS	COOLANT	ER&R	237.66
136735	MUNRO, COLIN	UB REFUND	WATER/SEWER OPERATION	53.01
136736	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	728.00
136737	NW EMERGENCY PHYSICI		DETENTION & CORRECTION	489.00

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136738	O'BRIEN, APRIL	REIMBURSE HOLIDAY EXPENSE	PERSONNEL ADMINISTRATION	43.71
136739	OFFICE DEPOT	OFFICE SUPPLY CREDIT	GENERAL	-54.17
	OFFICE DEPOT	OFFICE SUPPLIES	GENERAL	4.90
	OFFICE DEPOT		UTIL ADMIN	5.15
	OFFICE DEPOT		UTIL ADMIN	16.92
	OFFICE DEPOT		ENGR-GENL	16.92
	OFFICE DEPOT		COMMUNITY	18.02
	OFFICE DEPOT		COMMUNITY	36.71
	OFFICE DEPOT		COMMUNITY	39.34
	OFFICE DEPOT		SOLID WASTE OPERATIONS	43.57
	OFFICE DEPOT		GENERAL	54.17
	OFFICE DEPOT		STORM DRAINAGE	76.01
	OFFICE DEPOT		POLICE PATROL	87.33
	OFFICE DEPOT		POLICE PATROL	93.09
	OFFICE DEPOT		CITY CLERK	108.84
	OFFICE DEPOT		POLICE PATROL	130.89
	OFFICE DEPOT		POLICE PATROL	145.87
	OFFICE DEPOT		OFFICE OPERATIONS	157.41
	OFFICE DEPOT		COMMUNITY	158.70
	OFFICE DEPOT		GENERAL	169.90
	OFFICE DEPOT		OFFICE OPERATIONS	215.81
	OFFICE DEPOT		FINANCE-GENL	218.93
	OFFICE DEPOT		OFFICE OPERATIONS	360.47
	OFFICE DEPOT		OFFICE OPERATIONS	383.51
	OFFICE DEPOT		COMMUNITY	793.74
136740	OLESON, PATRICIA A	INSTRUCTOR SERVICES	COMMUNITY CENTER	12.00
	OLESON, PATRICIA A		COMMUNITY CENTER	18.00
	OLESON, PATRICIA A		COMMUNITY CENTER	24.00
136741	PACIFIC TOPSOILS	SANDY DRY SOIL	STORM DRAINAGE	216.00
	PACIFIC TOPSOILS	BRUSH, SOD, SOIL AND SANDY DRY SOIL	STORM DRAINAGE	498.00
	PACIFIC TOPSOILS		STORM DRAINAGE	498.00
	PACIFIC TOPSOILS		STORM DRAINAGE	498.00
	PACIFIC TOPSOILS	BRUSH, SOD AND SOIL	STORM DRAINAGE	780.00
136742	PALITZ, JUSTIN	REIMBURSE MEALS	WATER RESERVOIRS	58.17
136743	PENWAY LTD	LAND USE SIGNS	COMMUNITY	1,043.82
136744	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,436.69
	PGC INTERBAY LLC		MAINTENANCE	10,955.69
136745	PRECISION DYNAMICS	SNAP BANDS	DETENTION & CORRECTION	1,880.18
136746	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	8,777.66
136747	PUD	ACCT #204933311	PUMPING PLANT	15.31
	PUD	ACCT #200998532	PARK & RECREATION FAC	17.01
	PUD	ACCT #221100092	GMA - STREET	17.58
	PUD	ACCT #202791166	PUMPING PLANT	18.15
	PUD	ACCT #202012589	PARK & RECREATION FAC	19.91
	PUD	ACCT #201380995	PUMPING PLANT	22.93
	PUD	ACCT #201668043	PARK & RECREATION FAC	23.42
	PUD	ACCT #201672136	SEWER LIFT STATION	25.88
	PUD	ACCT #202476438	SEWER LIFT STATION	26.04
	PUD	ACCT #200650745	TRANSPORTATION	28.34
	PUD	ACCT #202499489	COMMUNITY EVENTS	29.40
	PUD	ACCT #201610185	TRANSPORTATION	29.99
	PUD	ACCT #202178158	SEWER LIFT STATION	31.40
	PUD	ACCT #202694337	TRANSPORTATION	34.81
	PUD	ACCT #203005160	STREET LIGHTING	42.30
	PUD	ACCT #201670890	TRANSPORTATION	43.84
	PUD	ACCT #202140489	TRANSPORTATION	43.94



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136747	PUD	ACCT #200827277	TRANSPORTATION	51.49
	PUD	ACCT #220153100	TRANSPORTATION	51.71
	PUD	ACCT #202368536	TRANSPORTATION	55.15
	PUD	ACCT #202183679	TRANSPORTATION	57.40
	PUD	ACCT #220792733	STREET LIGHTING	58.15
	PUD	ACCT #202102190	TRANSPORTATION	61.32
	PUD	ACCT #200571842	TRANSPORTATION	62.43
	PUD	ACCT #202143111	TRANSPORTATION	64.50
	PUD	ACCT #202220760	GOLF ADMINISTRATION	65.88
	PUD	ACCT #220298624	STREET LIGHTING	77.33
	PUD	ACCT #200869303	TRANSPORTATION	78.38
	PUD	ACCT #220761175	OPERA HOUSE	81.06
	PUD	ACCT #202463543	SEWER LIFT STATION	90.05
	PUD	ACCT #202557450	STREET LIGHTING	92.79
	PUD	ACCT #203231006	TRANSPORTATION	94.11
	PUD	ACCT #220761807	OPERA HOUSE	101.82
	PUD	ACCT #202689105	WASTE WATER TREATMENT	102.39
	PUD	ACCT #200084036	TRANSPORTATION	109.99
	PUD	ACCT #203540174	PARK & RECREATION FAC	119.61
	PUD	ACCT #202490637	SEWER LIFT STATION	140.45
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	165.22
	PUD	ACCT #202572327	STREET LIGHTING	167.29
	PUD	ACCT #202294336	STREET LIGHTING	167.91
	PUD	ACCT #220731285	STREET LIGHTING	188.39
	PUD	ACCT #200790061	PARK & RECREATION FAC	199.22
	PUD	ACCT #203223458	PARK & RECREATION FAC	203.02
	PUD	ACCT #202030078	TRANSPORTATION	209.08
	PUD	ACCT #201065281	PARK & RECREATION FAC	214.74
	PUD	ACCT #200084150	TRANSPORTATION	346.82
	PUD	ACCT #200070449	TRANSPORTATION	358.21
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	370.36
	PUD	ACCT #200479541	COMMUNITY CENTER	414.12
	PUD	ACCT #202689287	WASTE WATER TREATMENT	542.18
	PUD	ACCT #200586485	SEWER LIFT STATION	657.54
	PUD	ACCT #201639630	GOLF ADMINISTRATION	690.84
136748	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	298.80
136749	RAYMOND, MICHELLE &	UB REFUND	WATER/SEWER OPERATION	34.59
136750	RICOH USA, INC.	PRINTER CHARGES	WASTE WATER TREATMENT	47.67
136751	ROODZANT, VANCE	UB REFUND	WATER/SEWER OPERATION	95.94
136752	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
136753	SCORE	INMATE MEDICAL-SEPT 2019	DETENTION & CORRECTION	531.31
136754	SHELL EXCAVATING	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-752.45
	SHELL EXCAVATING		WATER/SEWER OPERATION	1,150.00
136755	SOUND PUBLISHING	LEGAL ADS	GMA - STREET	335.92
136756	SOUND PUBLISHING		COMMUNITY	855.06
136757	SRV CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	50.00
	SRV CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
136758	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	63.26
	STAPLES		PERSONNEL ADMINISTRATION	121.06
136759	SUPERION LLC	TRAKIT9 UPGRADE	COMMUNITY	2,512.39
136760	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	69.56
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	102.26
136761	THE SALVATION ARMY	UB REFUND	WATER/SEWER OPERATION	9.94
	THE SALVATION ARMY		GARBAGE	637.59
136762	THOMASSON, MELLENY	REFUND CLASS FEES	PARKS-RECREATION	15.00
136763	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	2,948.11

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 11/28/2019 TO 12/4/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136764	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	155.50
136765	UNIVAR USA INC	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	851.76
	UNIVAR USA INC		WATER FILTRATION PLANT	1,147.91
	UNIVAR USA INC		WATER QUAL TREATMENT	1,315.31
136766	UNIVERSAL FIELD	SERVICES PROVIDED-OCT 2019	GMA - STREET	926.13
136767	VAN DE WOUW, BONNI	REFUND CLASS FEES	PARKS-RECREATION	70.00
136768	WALLER, DAVID	UB REFUND	GARBAGE	138.16
136769	WASHINGTON TRACTOR	TIMER	SMALL ENGINE SHOP	109.85
	WASHINGTON TRACTOR	COWL	SMALL ENGINE SHOP	244.13
136770	WEBB JR, CHARLES E	UB REFUND	WATER/SEWER OPERATION	43.81
136771	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	749.49
136772	WESTERN TRUCK	BUSHING CREDIT	EQUIPMENT RENTAL	-83.03
	WESTERN TRUCK	HOSES	ER&R	104.36
136773	WSP USA INC	FIRST STREET BYPASS PROJECT	GMA - STREET	59,799.08

**WARRANT TOTAL: 4,484,252.27**

**REASON FOR VOIDS:**

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

*Update*

*Index # 24*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**


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

<p><b>RECOMMENDED ACTION:</b> The Finance and Executive Departments recommend City Council approve the December 5, 2019 payroll in the amount \$1,856,013.01, paid by EFT Transactions and Check No.'s 32793 through 32821.</p>
<p><b>COUNCIL ACTION:</b></p>

# *Index #9*

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

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 2 with WSP USA for the Grove Street Overcrossing project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Steve Miller, Senior Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 2 to the Professional Services Agreement with WSP USA	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1702	N/A
<b>SUMMARY:</b>	

WSP USA, Inc. has completed 30% design work for the Grove Street Overcrossing project. Additional time is required for permitting and permitting support on the project. The attached supplement is a time extension only and will extend the contract term thru June 30, 2020.

**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 WSP USA, to extend the contract term through June 30, 2020.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the contract term through June 30, 2020.

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

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

WHEREAS, the parties hereto have previously entered into an agreement for engineering services for the Grove Street Overcrossing Project (the “Original Agreement”), said Original Agreement being dated September 11, 2018;

WHEREAS, BergerABAM, Inc. merged into WSP USA Inc. effective on or about April 26, 2019;

WHEREAS, the parties extended the term of the Original Agreement in a supplemental amendment (the “Supplemental Agreement No. 1”), said Supplemental Agreement No. 1 being dated June 20, 2019;

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

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

1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2020.

2. Each and every provision of the Original Agreement for Professional Services dated September 11, 2018, shall remain in full force and effect, except as modified herein.

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

CITY OF MARYSVILLE

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

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

WSP USA, INC.

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
Its: (Title) \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

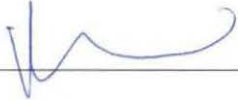


# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Purchase of Wetland Mitigation Credits for the State Avenue 100 <sup>th</sup> Street NE to 104 <sup>th</sup> Street NE Corridor Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
<ul style="list-style-type: none"> <li>Buy/Sell Agreement</li> </ul>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	\$16,800.00
<b>SUMMARY:</b>	
<p>In accordance with an environmental permit recently received from the US Army Corps of Engineers, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming State Avenue (100<sup>th</sup> St. NE to 104<sup>th</sup> St. NE) Corridor Improvement Project. The City determined that the most cost-efficient way to do so would be through a combination of on-site plantings and wetland enhancements, in conjunction with purchase of wetland mitigation “credits” from an approved wetland bank.</p> <p>The attached Buy/Sell Agreement between the City and Mitigation Banking Services, LLC is for the purchase of 0.08 mitigation credits at an overall purchase price of \$16,800.00 for mitigation of impacts to Category II wetlands which are located along Quilceda Creek in the area of the new bridge crossing.</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 0.08 wetland credits in the amount of \$16,800.00, thereby mitigating unavoidable wetland impacts arising from the State Avenue 100 <sup>th</sup> St. NE to 104 <sup>th</sup> St. NE Corridor Improvement Project.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 0.08 wetland credits in the amount of \$16,800.00, thereby mitigating unavoidable wetland impacts arising from the State Avenue 100 <sup>th</sup> St. NE to 104 <sup>th</sup> St. NE Corridor Improvement Project.	

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT  
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and City of Marysville, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

**1. RECITALS**

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

## 2. **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

### 2.1. **Purchase/Sale of Mitigation Credits**

- 2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller: (0.08) Mitigation Credits from the Snohomish Basin Mitigation Bank upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be Sixteen Thousand Eight Hundred and 00/100 Dollars (U.S. \$16,800.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

### 2.2. **Buyer's Obligations/Limitation on Transfer of Mitigation Credits/Project Information.**

- 2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

#### 2.2.2. **Project.** The Project, Permit(s), and related information is as follows:

##### 2.2.2.1. Buyer's name, address, & telephone number:

City of Marysville Public Works  
 City Engineer Jeff Laycock  
 80 Columbia Avenue  
 Marysville, WA 98270  
 360-363-8274

##### 2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

U.S. Army Corps of Engineers (USACE)  
 Bethany Nickison, Project Manager  
 P.O. Box 3755  
 Seattle, Washington 98124-3755  
 206-316-3165

2.2.2.3. Permit(s) Number(s) Date of Permit:

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
USACE	NWS-2017-1013	June 7, 2019

2.2.2.4. Project Name & Location: City of Marysville State Avenue 100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE Corridor Improvement Project (USACE Reference NWS-2017-1013) located along State Avenue from 100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE in the City of Marysville, Washington.

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project  
 Mitigation Credits: The proposed project would permanently impact 0.080 acre of Wetland 1 and 0.010 acres of Wetland 2, located along Quilceda Creek upstream and downstream of the proposed road improvements. Additionally, clearing and grubbing activities and temporary access road construction would temporarily impact 0.18 acre of Wetland 1 and 0.26 acre of Wetland 2. These impacts are unavoidable after the incorporation of the minimization measures.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

### 2.3. *Title/Risk of Loss*

2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

### 2.4. *Representations and Warranties*

Credit Seller represents and warrants to Buyer that:

2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

## 2.5. Closing

- 2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits ("Closing") shall occur when the Credit Seller receives a cashier's check for the purchase amount, under the terms of this Agreement
- 2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

## 2.6. Notice

- 2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.
- 2.6.2. If to Credit Seller: Mitigation Banking Services, LLC  
PO BOX 354  
Kirkland, WA 98033-0354
- 2.6.3. If to Buyer: As provided in Section 2.2.2 above.

## 2.7. Miscellaneous

- 2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.
- 2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
- 2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.
- 2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.

- 2.7.5. Time.** Time is of the essence of this Agreement.
- 2.7.6. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 2.7.7. Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.13. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.14. Counterparts/Faxes.** This Agreement may be executed in one or more

counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”  
MITIGATION BANKING SERVICES, LLC, Credit Seller

By   
Zach Woodward, Manager MBS

11-08-2019  
Date

“BUYER”

CITY OF MARYSVILLE,

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

\_\_\_\_\_  
Date




# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Highway Safety Improvement Program (HSIP) Projects – 3 <sup>rd</sup> to 80 <sup>th</sup> Street Supplemental Agreement No. 5 to the Professional Services Agreement with KPG	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> JL
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 5	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1302	\$0
<b>SUMMARY:</b>	
<p>The City contracted with KPG, Inc. on September 9, 2013 to provide the City with professional engineering design services for a series of transportation improvement projects that received grant funding through the Federal Highway Administration’s Highway Safety Improvement Program. (HSIP). The projects now include:</p> <ul style="list-style-type: none"> <li>• Replacement of an antiquated signal system at 80th Street NE/State Ave, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons.</li> <li>• Refinement of signal operations and phasing on State Avenue at 3rd, 4th, 6th, 8th and 76th, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to “countdown type,” and improving railroad “preemption timing” at intersections adjacent to grade crossings.</li> </ul> <p>Design for the project now stands at 90% completion and the right-of-way phase has begun, setting the stage for construction to be under way by next summer.</p> <p>The City’s agreement with KPG presently has an expiration date of December 31, 2019. The attached Supplement Agreement No. 5 extends that end date to June 15, 2020. Work to be completed under KPG’s existing scope of services includes final plans and specifications as well as support services during the upcoming construction advertisement.</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign and execute the attached no-cost Supplemental Agreement No. 5 to the City’s Professional Services Agreement with KPG, Inc., extending the agreement end date to June 15, 2020.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute the attached no-cost Supplemental Agreement No. 5 to the City’s Professional Services Agreement with KPG, Inc., extending the agreement end date to June 15, 2020.	



<b>Supplemental Agreement Number</b> _____ 5 _____		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave. Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number HSIP-2691 (005)		Execution Date	Completion Date June 15, 2020
Project Title State Avenue - 3rd St. to 80th St. NE HSIP Improvements		New Maximum Amount Payable \$240,880.83	
Description of Work Remaining work involves production of final bid documents and providing assistance to the City in response to plan-holder questions during advertisement for construction.			

The Local Agency of City of Marysville  
desires to supplement the agreement entered in to with KPG, Inc.  
and executed on September 9, 2013 and identified as Agreement No. R-1302

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

I

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

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by June 15, 2020.

III

Section V, PAYMENT, shall be amended as follows:

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

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

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

Nelson Davis  
Consultant Signature

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

\_\_\_\_\_  
Date

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

	Basic Agreement	Supplement # 1	Supplement # 2	Supplement # 3	Supplement # 4	Supplement # 5	Total
Direct Salary Cost	\$52,412.65	\$0.00	\$6,236.46	\$0.00	\$5,481.20	\$0.00	\$64,130.31
Overhead (Including Payroll Additives)	\$76,407.16	\$0.00	\$7,351.54	\$0.00	\$8,040.92	\$0.00	\$91,799.62
Direct Non-Salary Costs	\$65,311.80	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$65,711.80
Fixed Fee	\$15,723.80	\$0.00	\$1,870.94	\$0.00	\$1,644.36	\$0.00	\$19,239.10
<b>Total</b>	<b>\$209,855.41</b>	<b>\$0.00</b>	<b>\$15,858.94</b>	<b>\$0.00</b>	<b>\$15,166.48</b>	<b>\$0.00</b>	<b>\$240,880.83</b>

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Fleet Purchase of (2) 2020 Autocar Commercial Front Loader Refuse Trucks	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
JR Myers, Solid Waste/Support Services Supervisor	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Purchase Order #F13527 and #F13528, Agreement letter and specifications	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
50100048 564000 1927 and 50100048 564000 2009	\$776,146.96
<b>SUMMARY:</b>	
<p>There was \$750,000 identified in the 2019-2020 City of Marysville budget for the purchase of (2) new commercial refuse trucks for the Solid Waste Division. City staff obtained quotes using Sourcewell. The sole source contracting process was utilized to continue to build consistency in the Solid Waste fleet. Sourcewell contract #081-716-ATC-Autocar and #112014-THC-Heil in the amount of \$776,146.95 was chosen based on the criteria in the sole source justification.</p> <p>The new commercial front load trucks will replace #J024 and #J025.</p>	

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the purchase order with Western Peterbilt, Inc. for two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the amount of \$776,146.95.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the purchase order with Western Peterbilt, Inc. for two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the amount of \$776,146.95.</p>
---



**SOLE SOURCE JUSTIFICATION**

Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase of: (2) Refuse Trucks

Supplier: AutoCar Cost Estimate: \$776,146.96

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

**STATEMENT OF NEED:**

My department's recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

(2) Front load commercial AutoCar refuse trucks with sit down, left-hand drive.

Class 8 chassis

Low cab forward design

Cummins X12 engine

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

Of the six vendors solicited, only one, AutoCar, was able to respond affirmative to the request of providing trucks with the following requirements:

Class 8 chassis - Current fleet operates on class 8 chassis

Low cab forward design - This feature is consistent with our fleet and operations of front load refuse trucks

Cummins X12 engine - This engines is consistent with recent past purchases and provides consistency for maintenance and repairs.

The Solid Waste fleet currently consists of the following vehicles:

CAT Engine (CAT engines no longer available)

652, J006, J007

Cummins M-11

J024, J025

Cummins X12

J030, J031, J034, J035, J042

Continuing to maintain a fleet of refuse trucks based on the three requirements of a class 8 chassis, Cummins X12 engine and a low cab forward design provides the Solid Waste Division operational and maintenance consistencies across the fleet. It also provides flexibility and efficiencies in operations, enabling all sanitation drivers to be efficient operators of all vehicles in the fleet. This is especially important when vehicles are out of service for maintenance or repairs. In addition, safety procedures and policies can be consistent across the Fleet reducing potential for injuries or operator error due to transitioning across multiple manufacturers and/or models of refuse trucks.

4. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

The top six vendors/manufacturers on NJPA/Sourcewell Contract #081716 were emailed to see if they could provide refuse trucks with the above three requirements. The only vendor/manufacture that responded affirmative was AutoCar, LLC.

The other vendors were: Kenworth Truck Company, National AutoFleet Group, Navistar, Inc., Peterbilt Motors Company, Volvo Group North America. These vendors stated they could not provide the combination of what was requested.

- Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).

Email responses attached. Volvo Group North America did not respond to the email.



\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor

Department Head

JD Meyer / 11.21.19  
Signature Date

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

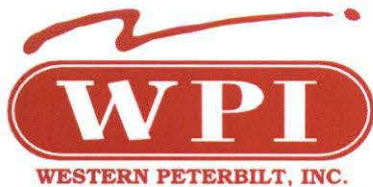
City Attorney

\_\_\_\_\_/\_\_\_\_\_  
Jon Walker Date

**Routing Instructions:**

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$75,000 the executed form must be included in packet for Council.
3. Include the following sentence in the "recommended action" section on the agenda bill:

*"I move to approve the contract for [insert description] in the amount of [insert dollar amount] as a legitimate sole source of supply for this service/product."*



**WESTERN PETERBILT, INC.**

3801 Airport Way South  
Seattle, Washington, 98108  
(206) 624-7383



November 12, 2019

Mr. Bob Scott  
Shop Foreman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-ATC-AUTOCAR  
CONTRACT #112014 HEIL.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (2) two or more Commercial Front Loading Trucks for a per Sourcewell Contract #081-716-ATC Autocar and #112014-THC-Heil.

Following, please find the breakdown of the base prices and options:

-2020 Autocar ACX64 Commercial Front Loader Chassis per the City of Marysville Specifications. Please see backup attached	\$ 194,351.00
-Floorplan or interest cost of 175 days at \$23.72 per day or \$4,151.00.	\$ 4,151.00
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2019 Heil Sierra Odyssey Commercial Front Loader per the City of Marysville specifications. Per Heil Sourcewell Contract. Please see backup attached.	\$ 148,203.00
Frieght from Heil to Marysville	<u>\$ 7,700.00</u>
Subtotal Per unit	\$ 354,405.00
Washington State Sales Tax (9.5%)	<u>\$ 33,668.48</u>
Subtotal	\$ 388,073.48
	<u>                    X2</u>
Total	<u>\$ 776,146.96</u>
	=====

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street. E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

Item 12 - 5

6214 E Broadway  
Spokane, WA, 99212  
(509) 535-4241  
FAX: (509) 536-3949  
1-800-572-6219

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

*Stu Fox*

Stu Fox  
Director of Refuse Sales  
Western Peterbilt, Inc.

# *Index #13*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2020**

<b>AGENDA ITEM:</b>	
Snohomish County Human Services Grant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Joanna Martin	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Snohomish County Human Services Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110337 370700	\$15,000.00
<p><b>SUMMARY:</b> The Parks, Culture and Recreation Department was awarded a renewal grant-in-aid agreement through the Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 covers part of the salary of the Program Specialist assigned to the Ken Baxter Community Center. The Parks, Culture and Recreation Department generates all reporting documents required by Snohomish County for this grant.</p> <p>This contract was approved earlier in the year and we are now bringing back a Contract Amendment for approval. This amendment reduces or removes a couple of previous included requirements making the process to receive the grant funding easier.</p>	

**RECOMMENDED ACTION:**

Staff recommends that the Council authorize the Mayor to sign the "Snohomish County Human Service Contract".



**SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT**  
 3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201  
 (425) 388-7200

**CONTRACT AMENDMENT**

1. Contract Number:  A-19-76-01-200	2. Amendment Number:  1	3. This Amendment herein- after identified as:  A-19-76-01-200(1)	4. Amount of Contract Award as Amended:  \$15,000
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5. Name and Address of Contracting Organization:  City of Marysville / Ken Baxter Senior Community Center 6915 Armar Road Marysville, WA 98270	6. Title of Project / Service:  Senior Center Projects
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	

7. THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.

The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 8 below by mutual consent of all parties hereto.

8. TERMS OF AMENDMENT. (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows:

A. Exhibit A, Specific Terms and Conditions, is amended as follows:

1. Section I, Documents Incorporated: All references to "2019 LTCA Program Instructions" have been removed. Referenced documents and exhibits listed have been revised.
2. Section II, Reporting Requirements: The submittal of the 2019 Activities Report, Point in Time (PIT) / Client Satisfaction Annual Survey and Report and 2019 Opioid Education Plan are no longer required and have been removed from Section II.
3. Section IV: Reimbursement: Reimbursement language updated to be consistent with department requirements.

B. Exhibit A, Specific Terms and Conditions, is superseded by Exhibit A-1, as attached.

C. Exhibit B, Statement of Work, Section II, Minimum Service Requirements, is revised to remove references to 2019 Activity Report, 2019 Senior Center PIT / Client Satisfaction Annual Survey and 2019 Opioid Education Plan and revise language in II.B. Unduplicated Participants.

D. Exhibit B, Statement of Work, is superseded by Exhibit B-1, as attached.

9. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

**FOR THE CONTRACTING ORGANIZATION:**

**FOR SNOHOMISH COUNTY:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mary Jane Brell Vujovic, Director  
Department of Human Services

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**EXHIBIT A-1**  
**SPECIFIC TERMS AND CONDITIONS**  
**SENIOR CENTER PROJECTS**

**I. DOCUMENTS INCORPORATED BY REFERENCE**

In performing the services under this Contract, the Agency shall comply with the *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, National Council on the Aging, incorporated by reference and maintained on file at Snohomish County Human Services Long Term Care & Aging, hereinafter referred to as "County."

**II. REPORTING REQUIREMENTS**

The Agency shall submit required reports on a format supplied or approved by the County. The County may withhold payment until receipt of overdue reports.

<b>Report Titles</b>	<b>Due</b>
2019 Senior Center Quarterly Report: Unduplicated Participants, Volunteer Hours and Large Events	15th of the month following the reporting quarter
All regularly published and mailed senior center newsletters, brochures, and other documents that detail programs/services	When printed and/or published

**III. HOURS OF SERVICE**

The Agency shall be open and provide services during its normal business hours of 10:00 a.m. through 3:00 p.m. Monday through Friday.

**IV. REIMBURSEMENT**

In addition to the Reimbursement Procedures in Section XXXII of the Basic Terms and Conditions agreement, the Agency shall submit monthly requests for reimbursement based on program expenses and be accompanied by monthly expenditure reports showing line item expenditures corresponding to the attached Exhibit C, Contract Budget or amended Exhibit C.

## **V. TRAINING REQUIREMENTS**

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

## **VI. EMERGENCY PROCEDURES**

A. The Agency shall establish written procedures to be followed in the event a client becomes ill or is injured while at the Agency senior center or if staff is at the client's home. The plan must be thoroughly explained to staff and volunteers.

B. The Agency shall have a plan for serving clients during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those clients who are most at risk.

1. When services are delivered at the Agency senior center, the plan will include contact information for high-risk clients, a list of emergency services, and stores of emergency provisions.

2. When services are delivered off site, the plan will include contact information for high-risk clients.

## **VII. CLIENT GRIEVANCE PROCEDURES**

Written information regarding Grievance Procedures shall be posted in the Agency senior center in a location readily visible to clients.

## **VIII. INTERAGENCY COORDINATION**

The Agency shall identify agencies with whom it has regular relationships and whose activities bear a substantial impact upon the delivery of services under this Contract.

## **IX. STAFF REQUIREMENTS**

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

A. Administration and staff supervision;



- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

**X. NONDISCRIMINATION**

In addition to the provisions contained in Section XVII of the Basic Terms and Conditions agreement referenced on the Contract face page, the following terms apply:

The Agency and any subagencies shall comply with International Building Code Requirements for Barrier-Free Accessibility, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all programs and services for the disabled community.

**XI. ENTIRE AGREEMENT**

This Contract, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.

**EXHIBIT B-1**

**STATEMENT OF WORK**

**SENIOR CENTER PROJECTS**

**I. SERVICE DEFINITION**

The Agency shall operate, or provide for the operation of, a senior center. A senior center is a community facility where Snohomish County residents, age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community. The Agency shall meet the minimum service requirements described in Section II below.

**II. MINIMUM SERVICE REQUIREMENTS**

**A. Reports**

The Agency shall promptly submit all required reporting forms completed in prescribed detail on the dates set forth in Exhibit A, Specific Terms and Condition. The County may withhold payment until receipt of overdue reports.

**B. Unduplicated Participants**

The Agency shall provide programs, services and activities to a minimum of two hundred fifty (250) unduplicated participants per year. The Agency service area is identified by relevant zip codes detailed in the 2019 Senior Center Quarterly Report program instructions provided to the Agency.

**C. Quarterly Reports**

The Agency shall submit Quarterly Reports that document verifiable unduplicated participant data and total volunteer hours for the quarter. To be eligible as a participant, a person must be a Snohomish County resident, aged 55 or older, who has signed in and participated in a center-sponsored activity and for whom the Agency has a name, date of birth and/or age, and address. The Agency shall also report data for large and/or special events held at the senior center.

**D. Opioid Education Project Requirements**

**1. Opioid Education Training and/or Presentation Objectives**

- a. The Agency shall, at a minimum, provide two (2) opioid education trainings and/or presentations that includes the proper use, handling and

disposal of prescription medication with an emphasis on opioids. Trainings and/or presentations should, at a minimum, focus on meeting the following objectives:

- 1) Participants should have a better understanding of what opiates are and how they work;
  - 2) Participants should be provided information about opiate use, misuse and abuse;
  - 3) Participants should have a better understanding of opiate overdose and poisoning;
  - 4) Participants should be more aware of prevention resources in the community (such as medication storage, medication disposal and education);
  - 5) Participants should understand how to administer Narcan and Naloxone; and
  - 6) Participants should have a better understanding of preventing overdose.
- b. The presenter (volunteer and professional) must receive and use the Human Services Department Senior Center Opioid Training PowerPoint as guidance in order to focus the training on meeting training objectives.
  - c. The Agency must verify participant attendance using a sign-in sheet for any trainings offered.
  - d. After each training, the Senior Center Opioid Education Survey must be offered to participants and collected upon completion. Completed surveys will be submitted to the County for analysis.
2. The Agency shall provide opioid abuse prevention curriculum in five (5) senior center activities.
  3. The Agency shall complete and submit the end-of-year 2019 Senior Center Opioid Education Project Questionnaire by January 31, 2020.

#### E. Snohomish County Senior Center Standards

The Agency shall organize and operate the senior center in compliance with the attached Exhibit M, Snohomish County Senior Center Standards, which are derived from the National Council on Aging (NCOA) and National Institute of Senior Centers (NISC) accreditation standards.

#### H. Council on Aging Senior Center Committee

The Agency shall send a representative to scheduled Council on Aging Senior Center Committee meetings.

### III. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities of senior center operations annually or as deemed appropriate by the County.

# *Index #14*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Renew ILA Northwest Minichain(Whatcom County Transport)	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Commander	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Cooperative Agreement between City of Marysville and Whatcom County	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$37,006.00	

Whatcom County Prisoner Transport Co-op Transports in-custody personnel for misdemeanor and gross misdemeanors arrest warrants exclusively. The Co-op will deliver inmates to their respective jails of jurisdiction directly related to the issuing court.

Whatcom County Co-op Transport makes daily trips from Whatcom County to the Kent Regional Justice Center and other jail facilities along the I-5 corridor.

Whatcom County Transport bypasses the County Jail and transports Marysville Prisoners directly to the Marysville Jail. They also pickup inmates that Marysville PD may have arrested with warrants from outside our jurisdiction and transport them to the correct jail facility.

The compensation is calculated on the anticipated percentage of usage by the City of the total cost of the Northwest Mini-Chain Transport System.

Annual Compensation : \$37,006.00

Quarterly Invoices:

March 31, 2020	\$9,251.50
June 30, 2020	\$9,251.50
September 30, 2020	\$9,251.50
December 31, 2020	\$9,251.50

This is an increase of \$8,514, however still down from the 2018 rate of \$43,974

**RECOMMENDED ACTION:**

Staff recommends that council authorize the Mayor to sign the Interlocal Cooperative Agreement with Whatcom County for jail prisoner transports.

**COUNCIL ACTION:**

**INTERLOCAL COOPERATIVE AGREEMENT  
NORTHWEST MINICHAIN WITH THE CITY OF MARYSVILLE**

**THIS AGREEMENT** is made and entered into by and between the City of Marysville, Washington ("The City of Marysville") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**1. PURPOSE:**

The purpose of this Agreement is to provide transportation services of prisoners for The City of Marysville for a period beginning on the First day of January, 2020 and ending on the Thirty-first day of December, 2020. The City of Marysville and Whatcom County agree to the terms and conditions incorporated herein.

**2. RESPONSIBILITIES:**

Prior to signing this Agreement, the City of Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail – Regional Justice Center being the southernmost point for the City of Marysville.
- b) The City of Marysville will ensure that its inmates are ready to be transported upon Whatcom County's arrival for pickup. Whatcom County will transport the City of Marysville's inmates south to Snohomish County and/or King County and northbound to Skagit and Whatcom Counties. Whatcom County will also pick up from Mini Chain participating agencies and transport to the City of Marysville.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

**3. TERM OF AGREEMENT:**

The term of this Agreement shall be from January 1, 2020 through December 31, 2020, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2020 for renewal in January 2021.

**4. MANNER OF FINANCING:**

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Marysville's budget.

Whatcom County shall provide The City of Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the anticipated percentage of usage by The City of Marysville of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation:        \$37,006.00

Quarterly Invoices:

March 31, 2020	\$9,251.50
June 30, 2020	\$9,251.50
September 30, 2020	\$9,251.50
December 31, 2020	\$9,251.50

**5. ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be the Whatcom County Executive and Sheriff Bill Elfo
- 5.2 The City of Marysville's representative shall be Commander Wendy Wade.

**6. TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

**7. MUTUAL INDEMNITY:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.



A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

**SURVIVAL OF INDEMNITY OBLIGATIONS:** The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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 hereto.

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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**CITY OF MARYSVILLE:**

Recommended for Approval:

W.L.W. 11/25/2019  
Wendy Wade, Commander Date

**Approved as to form:**

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

**Approved:**

Accepted for the City of Marysville

\_\_\_\_\_  
Jon Nehring, Mayor Date

**STATE OF WASHINGTON)**

) ss.

**CITY OF MARYSVILLE )**

On this \_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared Jon Nehring, to me known to be the Mayor of the City of Marysville and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_  
\_\_\_\_\_. My commission expires \_\_\_\_\_.

**CONTRACTOR INFORMATION:**

The City of Marysville  
Marysville Detention Center  
Commander Wendy Wade  
1635 Grove St.  
Marysville, WA 98270  
(360)363-8303

# *Index #17*

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

**CITY COUNCIL MEETING DATE: December 9, 2019**

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Leah Tocco, Executive Services Coordinator	AGENDA NUMBER:	
ATTACHMENTS:  1. Hotel/Motel Committee Scoring Criteria	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee convened on November 15, 2019 to review grant applications. The committee interviewed grant applicants and then scored all proposals. Funding available through 2019 is \$111,500. The committee recommended awarding \$78,500 to the grant applicants.

The Committee recommends the following funding for projects:

Marysville Getchell High School – Twilight XC Invitational	\$10,000
City of Marysville Parks Department – Opera House Strategic Marketing Plan	\$15,000
Maryfest – Marysville Strawberry Festival	\$20,000
Marysville Tulalip Chamber of Commerce – 2020 Marysville Brew and Cider Fest	\$6,000
Red Curtain Foundation for the Arts –The Rememberer	\$1,500
City of Marysville – Fourth of July Festival	\$26,000

RECOMMENDED ACTION: Staff recommends the City Council consider approving the Hotel/Motel Grant Review Committee’s recommendation on award funding for 2020.
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COUNCIL ACTION:
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## 2019 Hotel/Motel Tax Grant Application Rating Sheet

Please complete a scoring sheet for each of the Hotel/Motel Tax Grant applications. Use the rating scale of 0-10 or 0-5 as indicated for each category. "0" is the lowest score available. There is a total of 70 points possible per rating sheet.

<b>Organization Name:</b>	<b>Evaluator's Name:</b>
---------------------------	--------------------------

Category	Definition	Points Available	Points Allocated
Project Eligibility	Applicant clearly defines the tourism project. The proposal indicates how it will increase tourism, which could include attracting and welcoming tourists; strategies to expand tourism; marketing of special events and festivals designed to attract tourists.	20	
Project Management	Applicant demonstrates the ability to successfully implement and manage the project in a timely manner, within budget, and consistent with the funding requirements	10	
Needs Assessment	Applicant objectively establishes the acuteness of the community need that the proposed project seeks to address.	10	
Budget	Project estimates and costs are reasonable and well supported or justified relative to the number of persons to be served and the services to be provided. Budget forms are accurate and thorough.	10	
Project Partnerships	Applicant demonstrates collaboration with other organizations in the community.	5	
Tourism	Applicant shows a viable estimate for how many tourists the event is estimated to generate. For strategic or marketing related grant requests (non-event based) the applicant demonstrates how the project will drive tourism through ongoing efforts.	10	
Project Scalability	Project is scalable and can be funded in part and still be viable.	5	

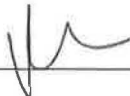
Proof of Non-Profit Status	Did the applicant provide evidence of their non-profit status (i.e. copy of the certificate signed by the Secretary of State for the State of Washington and/or a copy of the Federal Internal Revenue Service letter confirming 501(c)(3) status). Was a tax identification number provided on the application? NOTE: City of Marysville projects do not require proof of non-profit status.	Yes or No	
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# *Index #5*



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

**CITY COUNCIL MEETING DATE: December 9, 2019**

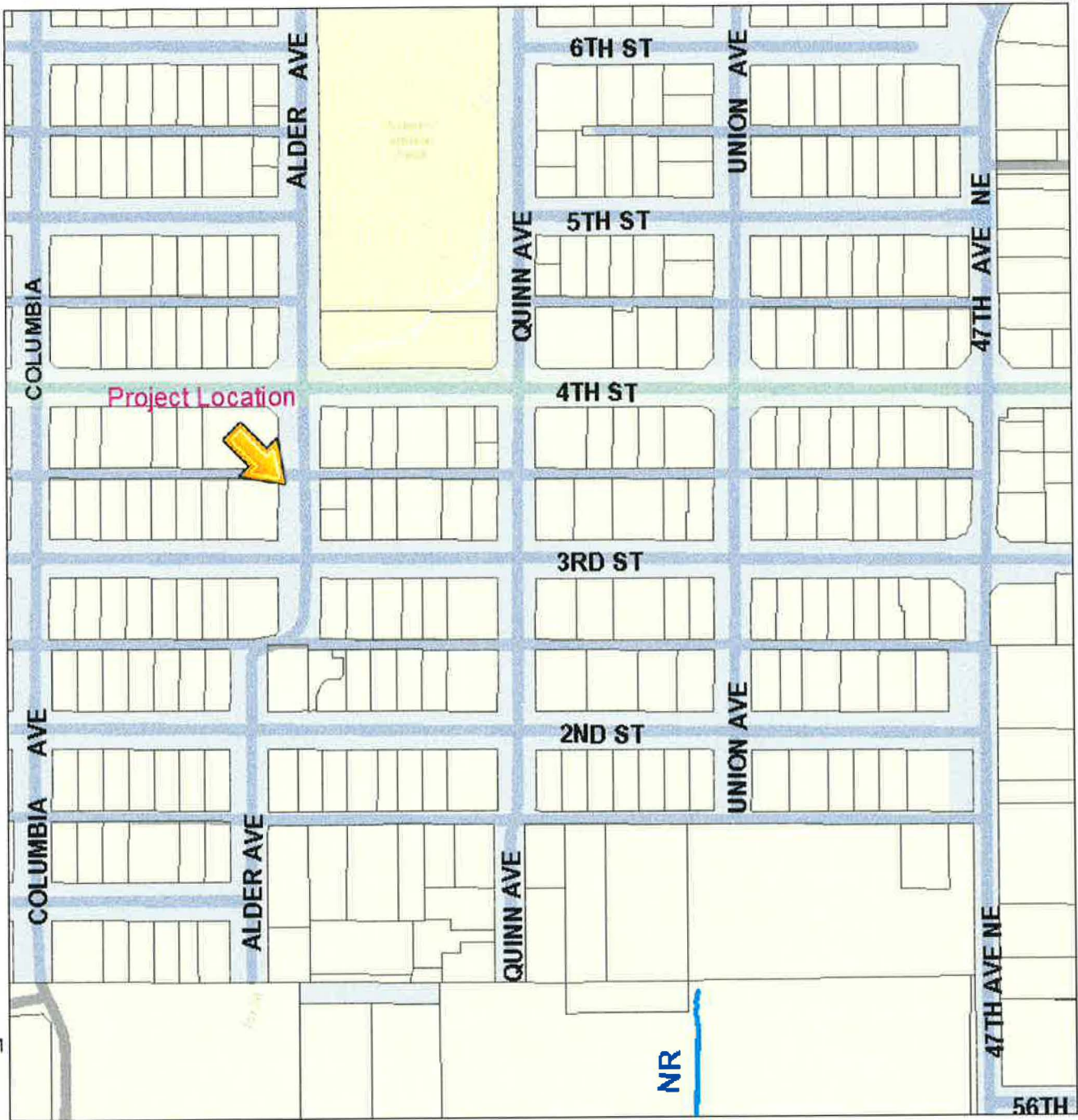
<b>AGENDA ITEM:</b>											
Contract Award – Alder Avenue Sidewalks											
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> JL										
Kyle Woods, Project Engineer											
<b>DEPARTMENT:</b>											
Engineering											
<b>ATTACHMENTS:</b>											
Vicinity Map Bid Tab											
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>										
30500030.563000.TB802	\$168,553.50										
<b>SUMMARY:</b>											
<p>The work of this contract involves the construction of concrete sidewalks, including concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization. This work will occur on Alder Avenue from 3<sup>rd</sup> Street to 4<sup>th</sup> Street.</p> <p>This project is funded in part by the Community Development Block Grant.</p> <p>The project was advertised for a November 12, 2019 bid opening. The City received 9 bids. The low bidder was Welwest Construction at \$155,553.50. The engineer's estimate is \$177,520.53. References have been checked and found to be satisfactory.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Bid:</td> <td style="text-align: right;">\$153,553.50</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td style="text-align: right;"><u>\$15,000.00</u></td> </tr> <tr> <td>Total Construction:</td> <td style="text-align: right;">\$168,553.50</td> </tr> <tr> <td> Community Development Block Grant Funds</td> <td style="text-align: right;"> \$136,000.00</td> </tr> <tr> <td> Total Cost to City – Funded by the Transportation Benefit District</td> <td style="text-align: right;"> \$32,553.50</td> </tr> </table>		Total Bid:	\$153,553.50	<u>Management Reserve:</u>	<u>\$15,000.00</u>	Total Construction:	\$168,553.50	 Community Development Block Grant Funds	 \$136,000.00	 Total Cost to City – Funded by the Transportation Benefit District	 \$32,553.50
Total Bid:	\$153,553.50										
<u>Management Reserve:</u>	<u>\$15,000.00</u>										
Total Construction:	\$168,553.50										
 Community Development Block Grant Funds	 \$136,000.00										
 Total Cost to City – Funded by the Transportation Benefit District	 \$32,553.50										

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Alder Avenue Sidewalks contract with Welwest Construction in the amount of \$153,553.50, and approve a management reserve of \$15,000.00 for a total allocation of \$168,553.50.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Alder Avenue Sidewalks contract with Welwest Construction in the amount of \$153,553.50, and approve a management reserve of \$15,000.00 for a total allocation of \$168,553.50.



**City of Marysville**

**Points**




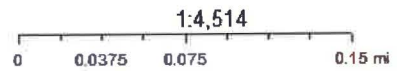
Override 1



Parcels

**ROWs**

-  MUNICIPALITY
-  PRIVATE
-  RAILROAD
-  SNOHOMISH COUNTY
-  STATE OF WASHINGTON



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Alder Sidewalk Improvements (3rd to 4th)

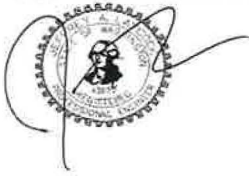
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Welwest Construction Inc.		Oceanside Construction, Inc.		SRV Construction, INC		R.R.J. COMPANY, L.L.C.		Simmons & Sons Contracting	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE		
1-04.4	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$3,400.00	\$3,400.00	\$2,375.00	\$2,375.00	\$3,138.66	\$3,138.66	\$2,500.00	\$2,500.00
1-05.18	3	Record Drawings (Min. Bid \$750)	1	LS	\$750.00	\$750.00	\$800.00	\$800.00	\$750.00	\$750.00	\$750.00	\$750.00	\$888.30	\$888.30	\$1,000.00	\$1,000.00
1.07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$515.21	\$515.21	\$500.00	\$500.00
1.09.7	5	Mobilization	1	LS	\$13,081.52	\$13,081.52	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$4,518.40	\$4,518.40	\$10,000.00	\$10,000.00
1.10.5	6	Project Temporary Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$15,200.00	\$15,200.00	\$3,000.00	\$3,000.00	\$26,445.13	\$26,445.13	\$3,000.00	\$3,000.00
2-01.5	7	Cleaning and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,650.00	\$4,650.00	\$3,877.36	\$3,877.36	\$2,500.00	\$2,500.00
2-02.5	8	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$260.00	\$260.00	\$2,850.00	\$2,850.00	\$370.11	\$370.11	\$7,500.00	\$7,500.00
2.02.5	9	Sawcut	684	LF	\$3.50	\$2,394.00	\$3.00	\$2,052.00	\$2.75	\$1,881.00	\$2.25	\$1,549.00	\$2.28	\$1,559.52	\$1.50	\$1,026.00
2.02.5	10	Removal of Curb and Gutter	227	LF	\$5.00	\$1,135.00	\$10.00	\$2,270.00	\$7.50	\$1,702.50	\$5.00	\$1,135.00	\$2.50	\$567.50	\$10.00	\$2,270.00
2.02.5	11	Removal of Sidewalk	80	SY	\$9.00	\$718.00	\$20.00	\$1,600.00	\$30.00	\$2,400.00	\$14.00	\$1,120.00	\$8.41	\$672.80	\$25.00	\$2,000.00
2-02.5	12	Removal of Asphalt	65	SY	\$9.00	\$581.94	\$12.00	\$780.00	\$35.00	\$2,275.00	\$12.00	\$780.00	\$12.95	\$841.75	\$25.00	\$1,625.00
2.03.5	13	Roadway Excavation Incl. Haul	194	CY	\$35.00	\$6,797.78	\$30.00	\$5,820.00	\$27.00	\$5,238.00	\$80.50	\$15,717.00	\$30.75	\$5,967.44	\$30.00	\$5,820.00
2.03.5	14	Unstable Foundation Excavation Incl. Haul	10	CY	\$65.00	\$650.00	\$40.00	\$400.00	\$30.00	\$300.00	\$70.00	\$700.00	\$64.60	\$646.00	\$150.00	\$1,500.00
2.09.5	15	Shoring	1	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$200.00	\$200.00	\$1.00	\$1.00	\$592.20	\$592.20	\$1,500.00	\$1,500.00
4-04.5	16	Crushed Surfacing Base Course	97	TON	\$30.00	\$2,907.80	\$35.00	\$3,395.00	\$20.00	\$1,940.00	\$46.00	\$4,522.00	\$55.37	\$5,370.89	\$70.00	\$6,790.00
4-04.5	17	Crushed Surfacing Top Course	117	TON	\$30.00	\$3,516.97	\$35.00	\$4,095.00	\$21.00	\$2,457.00	\$38.00	\$4,563.00	\$59.49	\$6,960.33	\$80.00	\$9,360.00
5-04.5	18	HMA CL. 1/2", PG 64-22	126	TON	\$150.00	\$18,843.00	\$175.00	\$21,050.00	\$160.00	\$20,160.00	\$203.00	\$25,578.00	\$177.07	\$22,310.82	\$160.00	\$20,160.00
5.04.5	19	Planning Bituminous Pavement	115	SY	\$8.00	\$920.00	\$50.00	\$5,750.00	\$43.00	\$4,965.00	\$23.60	\$2,714.00	\$45.32	\$5,211.80	\$53.00	\$6,085.00
7-05.5	20	Catch Basin Type 1	4	EA	\$1,700.00	\$6,800.00	\$1,300.00	\$5,200.00	\$1,600.00	\$6,400.00	\$1,530.00	\$6,120.00	\$1,289.50	\$5,158.00	\$1,500.00	\$6,000.00
7-05.5	21	Connection to Drainage Structure	5	EA	\$800.00	\$4,000.00	\$600.00	\$3,000.00	\$130.00	\$650.00	\$450.00	\$2,250.00	\$244.74	\$1,223.70	\$100.00	\$500.00
7-05.5	22	Adjust Manhole Lid	2	EA	\$500.00	\$1,000.00	\$400.00	\$800.00	\$250.00	\$500.00	\$780.00	\$1,480.00	\$149.97	\$299.84	\$100.00	\$200.00
8-01.5	23	Adjust Catch Basin	3	EA	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$50.00	\$150.00	\$675.00	\$2,025.00	\$187.35	\$547.05	\$100.00	\$300.00
8-01.5	24	Erosion/Water Pollution Control	1	LS	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$200.00	\$200.00	\$1,700.00	\$1,700.00	\$755.39	\$755.39	\$800.00	\$800.00
8-02.5	25	Topsoil Type A	32	CY	\$50.00	\$1,600.63	\$50.00	\$1,600.00	\$67.00	\$1,984.00	\$68.00	\$2,176.00	\$64.27	\$2,056.64	\$45.00	\$1,440.00
8.02.5	26	Hydroseed	133	SY	\$10.00	\$1,325.56	\$7.00	\$931.00	\$8.63	\$1,147.79	\$13.00	\$1,729.00	\$6.23	\$828.59	\$10.00	\$1,330.00
8.02.5	27	Property Restoration	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	589	LF	\$40.00	\$23,560.00	\$29.00	\$17,081.00	\$35.00	\$20,615.00	\$19.50	\$11,375.50	\$37.19	\$21,904.91	\$30.00	\$17,570.00
8.06.5	29	Cement Conc. Driveway Entrance	137	SY	\$80.00	\$10,968.89	\$58.00	\$7,946.00	\$75.00	\$10,275.00	\$70.50	\$9,658.50	\$62.12	\$8,510.44	\$95.00	\$13,015.00
8.14.5	30	Cement Concrete Sidewalk	298	SY	\$65.00	\$19,384.44	\$52.00	\$15,496.00	\$58.00	\$17,284.00	\$62.00	\$18,476.00	\$58.38	\$17,397.24	\$60.00	\$17,880.00
8.14.5	31	Cement Conc. Sidewalk Ramp Type Perpendicular A	2	EA	\$2,300.00	\$4,600.00	\$1,700.00	\$3,400.00	\$1,600.00	\$3,200.00	\$1,660.00	\$3,320.00	\$1,030.43	\$2,060.86	\$3,000.00	\$6,000.00
8-18.5	32	Mailbox Support, Type 1	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$200.00	\$200.00	\$300.00	\$300.00	\$576.41	\$576.41	\$500.00	\$500.00
8.21.5	33	Permanent Signing	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$900.00	\$900.00	\$947.52	\$947.52	\$1,000.00	\$1,000.00
8.22.5	34	Paint Line	445	LF	\$2.00	\$890.00	\$3.50	\$1,557.50	\$3.00	\$1,335.00	\$2.40	\$1,063.00	\$3.55	\$1,579.75	\$3.00	\$1,335.00
8.22.5	35	Plastic Stop Line	11	LF	\$27.00	\$297.00	\$28.00	\$308.00	\$28.00	\$308.00	\$28.00	\$308.00	\$29.61	\$325.71	\$25.00	\$275.00
8-22.5	36	Removing Paint Line	492	LF	\$2.00	\$984.00	\$3.50	\$1,722.00	\$2.50	\$1,230.00	\$2.50	\$1,230.00	\$2.61	\$1,284.12	\$3.00	\$1,476.00
8.22.5	37	Removing Plastic Stop Line	12	LF	\$5.00	\$60.00	\$25.00	\$300.00	\$23.00	\$276.00	\$22.50	\$270.00	\$23.69	\$284.28	\$25.00	\$300.00
8.26.5	38	Prefabricated Wheelchair Ramp	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$4,060.00	\$4,060.00	\$2,906.60	\$2,906.60	\$2,500.00	\$2,500.00
Subtotal						\$177,520.53		\$153,553.50		\$157,363.29		\$164,305.00		\$169,101.27		\$174,727.00
TOTAL						\$177,520.53		\$153,553.50		\$157,363.29		\$164,305.00		\$169,101.27		\$174,727.00





**Alder Sidewalk Improvements (3rd to 4th)**

SPEC	ITLM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Kamins Construction		The Land Design Co.		Green Slate Landscaping, Inc.		NPM Construction Co.		A&M Contractors, LLC	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1-04.4	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$3,990.00	\$3,990.00	\$8,800.00	\$8,800.00	\$6,514.75	\$6,514.75	\$3,500.00	\$3,500.00	\$3,278.00	\$3,278.00
1-05.18	3	Record Drawings (Min. Bid \$750)	1	LS	\$750.00	\$750.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$750.00	\$750.00	\$3,278.00	\$3,278.00
1-07.15	4	SPCC Plans	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,893.00	\$2,893.00
1-09.7	5	Mobilization	1	LS	\$13,081.52	\$13,081.52	\$15,172.00	\$15,172.00	\$6,000.00	\$6,000.00	\$3,990.00	\$3,990.00	\$20,000.00	\$20,000.00	\$73,851.00	\$23,851.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$15,435.00	\$15,435.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$13,264.00	\$13,264.00
2-01.5	7	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$1,978.20	\$1,978.20	\$6,000.00	\$6,000.00	\$1,400.00	\$1,400.00	\$4,100.00	\$4,100.00	\$1,232.00	\$1,232.00
2-02.5	8	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$10,063.20	\$10,063.20	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,600.00	\$3,600.00	\$8,438.00	\$8,438.00
2-02.5	9	Sewcut	684	LF	\$3.50	\$2,394.00	\$3.15	\$2,164.60	\$4.00	\$2,736.00	\$2.89	\$1,978.76	\$4.50	\$3,078.00	\$2.00	\$1,368.00
2-02.5	10	Removal of Curb and Gutter	227	LF	\$5.00	\$1,135.00	\$10.71	\$2,431.17	\$20.00	\$4,540.00	\$4.80	\$1,089.60	\$25.00	\$5,675.00	\$21.00	\$4,767.00
2-02.5	11	Removal of Sidewalk	80	SY	\$9.00	\$718.00	\$21.82	\$1,745.60	\$45.00	\$3,600.00	\$18.15	\$1,452.00	\$40.00	\$3,200.00	\$71.00	\$5,680.00
2-02.5	12	Removal of Asphalt	65	SY	\$9.00	\$581.94	\$20.64	\$1,341.80	\$27.00	\$1,755.00	\$18.15	\$1,175.00	\$40.00	\$2,600.00	\$65.00	\$4,225.00
2-03.5	13	Roadway Excavation Incl. Haul	194	CY	\$35.00	\$6,797.78	\$43.47	\$8,433.18	\$103.00	\$19,982.00	\$108.89	\$21,124.56	\$37.00	\$11,058.00	\$83.00	\$16,102.00
2-03.5	14	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$65.00	\$650.00	\$55.00	\$550.00	\$65.00	\$650.00	\$108.99	\$1,089.90	\$75.00	\$750.00	\$98.00	\$980.00
2-09.5	15	Shoring	1	LS	\$1,000.00	\$1,000.00	\$975.00	\$975.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$661.00	\$661.00
4-04.5	16	Crushed Surfacing Base Course	97	TON	\$30.00	\$2,907.80	\$43.18	\$4,205.43	\$41.00	\$3,977.00	\$83.85	\$8,127.45	\$68.00	\$6,596.00	\$56.00	\$5,432.00
4-04.5	17	Crushed Surfacing Top Course	117	TON	\$30.00	\$3,516.97	\$32.37	\$3,787.29	\$41.00	\$4,797.00	\$85.25	\$10,044.45	\$68.00	\$7,956.00	\$56.00	\$6,552.00
5-04.5	18	HMA CL. 1/2", PG 64-22	126	TON	\$150.00	\$18,843.00	\$157.66	\$19,885.00	\$190.00	\$23,940.00	\$207.00	\$26,082.00	\$170.00	\$21,420.00	\$188.00	\$23,688.00
5-04.5	19	Placing Bituminous Pavement	115	SY	\$8.00	\$920.00	\$1.00	\$115.00	\$35.25	\$4,053.75	\$40.00	\$4,600.00	\$36.00	\$6,440.00	\$61.00	\$7,015.00
7-05.5	20	Catch Basin Type 1	4	EA	\$1,700.00	\$6,800.00	\$2,600.00	\$8,000.00	\$1,500.00	\$6,000.00	\$4,000.00	\$16,000.00	\$2,000.00	\$8,000.00	\$2,971.00	\$11,884.00
7-05.5	21	Connection to Drainage Structure	5	EA	\$800.00	\$4,000.00	\$302.40	\$1,512.00	\$600.00	\$3,000.00	\$390.91	\$1,954.55	\$1,000.00	\$5,000.00	\$245.00	\$1,225.00
7-05.5	22	Adjust Manhole Lid	2	EA	\$500.00	\$1,000.00	\$420.00	\$840.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$201.00	\$402.00
8-01.5	23	Adjust Catch Basin	3	EA	\$500.00	\$1,500.00	\$420.00	\$1,260.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$201.00	\$603.00
8-01.5	24	Erosion/Water Pollution Control	1	LS	\$1,250.00	\$1,250.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$3,305.00	\$3,305.00
8-02.5	25	Tossoil Type A	32	CY	\$50.00	\$1,604.63	\$68.25	\$2,184.00	\$41.00	\$1,312.00	\$24.05	\$769.60	\$75.00	\$2,400.00	\$58.00	\$1,856.00
8-02.5	26	Hydroseed	133	SY	\$10.00	\$1,325.56	\$7.35	\$977.55	\$7.75	\$1,030.75	\$5.62	\$747.46	\$25.00	\$3,325.00	\$12.00	\$1,596.00
8-02.5	27	Property Restoration	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	589	LF	\$40.00	\$23,560.00	\$38.59	\$22,729.51	\$39.00	\$22,971.00	\$51.86	\$30,513.04	\$41.00	\$24,149.00	\$46.00	\$27,094.00
8-06.5	29	Cement Conc. Driveway Entrance	137	SY	\$80.00	\$10,968.89	\$71.02	\$9,810.57	\$86.50	\$11,850.00	\$90.77	\$12,435.49	\$89.00	\$13,563.00	\$109.00	\$14,933.00
8-14.5	30	Cement Concrete Sidewalk	298	SY	\$65.00	\$19,384.44	\$66.04	\$19,679.02	\$75.00	\$22,648.00	\$83.99	\$25,029.02	\$58.00	\$17,284.00	\$64.00	\$19,072.00
8-14.5	31	Cement Conc. Sidewalk Ramp Type Perpendicular A	2	EA	\$2,300.00	\$4,600.00	\$1,412.30	\$2,824.60	\$3,000.00	\$6,000.00	\$2,702.50	\$5,405.00	\$3,200.00	\$6,400.00	\$3,345.00	\$6,690.00
8-18.5	32	Mailbox Support, Type 1	1	EA	\$500.00	\$500.00	\$262.50	\$262.50	\$400.00	\$400.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,157.00	\$1,157.00
8-21.5	33	Permanent Signing	1	LS	\$1,500.00	\$1,500.00	\$787.50	\$787.50	\$1,800.00	\$1,800.00	\$970.00	\$970.00	\$600.00	\$600.00	\$926.00	\$926.00
8-22.5	34	Paint Line	445	LF	\$2.00	\$890.00	\$4.15	\$1,401.75	\$2.95	\$1,312.75	\$4.45	\$1,955.25	\$4.00	\$1,780.00	\$3.00	\$1,335.00
8-22.5	35	Plastic Stop Line	11	LF	\$27.00	\$297.00	\$26.25	\$288.75	\$50.00	\$550.00	\$28.75	\$316.25	\$40.00	\$440.00	\$29.00	\$319.00
8-22.5	36	Removing Paint Line	492	LF	\$2.00	\$984.00	\$2.31	\$1,136.52	\$3.00	\$1,476.00	\$2.53	\$1,244.76	\$3.20	\$1,574.40	\$3.00	\$1,476.00
8-22.5	37	Removing Plastic Stop Line	12	LF	\$5.00	\$60.00	\$21.00	\$252.00	\$25.00	\$300.00	\$23.00	\$276.00	\$40.00	\$480.00	\$23.00	\$276.00
8-26.5	38	Prefabricated Wheelchair Ramp	1	LS	\$3,500.00	\$3,500.00	\$2,956.80	\$2,956.80	\$4,700.00	\$4,700.00	\$1,200.00	\$1,200.00	\$3,910.00	\$3,910.00	\$1,646.00	\$1,646.00
<b>Subtotal</b>						<b>\$177,520.53</b>		<b>\$179,758.24</b>		<b>\$203,681.25</b>		<b>\$206,878.79</b>		<b>\$226,929.40</b>		<b>\$238,499.00</b>
<b>TOTAL</b>						<b>\$177,520.53</b>		<b>\$179,758.24</b>		<b>\$203,681.25</b>		<b>\$206,878.79</b>		<b>\$226,929.40</b>		<b>\$238,499.00</b>




# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b> Contract Award – State Avenue (100 <sup>th</sup> Street NE to 104 <sup>th</sup> Street NE) Corridor Improvement Project													
<b>PREPARED BY:</b> Patrick Gruenhagen, Project Manager	<b>DIRECTOR APPROVAL:</b> 												
<b>DEPARTMENT:</b> Engineering													
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map													
<b>BUDGET CODE:</b> 30500030.563000 R-1601	<b>AMOUNT:</b> \$12,268,403.08												
<b>SUMMARY:</b>													
<p>The State Avenue (100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE) Corridor Improvement Project includes roadway improvements to widen State Avenue to a 5-lane cross section, including street lighting, upgraded signal systems, pedestrian improvements, enclosed storm-drainage and storm-water treatment systems, undergrounding of unsightly above-ground utilities, habitat restoration, and construction of a new bridge over Quilceda Creek.</p> <p>Bids for the project were received on November 14, 2019, and publicly read aloud. A total of five (5) bid proposals were received. The low bidder was Strider Construction Company, with a bid of \$11,768,403.08 including Washington State Sales Tax (WSST). By contrast, the Engineer’s Estimate for the project is \$10.2 Million including WSST.</p> <p>Staff have checked the references listed for the apparent low, responsive bidder, Strider Construction Company, received satisfactory comments, and thereby determined that Strider Construction Company is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, Strider Construction Company, in the amount of \$11,768,403.08 including WSST. Staff also recommends that Council authorize a \$500,000.00 Management Reserve, which would allow the City to react swiftly and decisively in managing unanticipated changes that may arise during construction.</p>													
<table> <tr> <td>Contract Bid (Includes 9.3% Sales Tax):</td> <td>\$11,768,403.08</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td><u>\$500,000.00</u></td> </tr> <tr> <td>Total Construction Allocation:</td> <td>\$12,268,403.08</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><u>Transportation Improvement Board Grant (construction):</u></td> <td><u>\$5,000,000.00</u></td> </tr> <tr> <td>Total Cost to City:</td> <td>\$7,268,403.08</td> </tr> </table>		Contract Bid (Includes 9.3% Sales Tax):	\$11,768,403.08	<u>Management Reserve:</u>	<u>\$500,000.00</u>	Total Construction Allocation:	\$12,268,403.08	 		<u>Transportation Improvement Board Grant (construction):</u>	<u>\$5,000,000.00</u>	Total Cost to City:	\$7,268,403.08
Contract Bid (Includes 9.3% Sales Tax):	\$11,768,403.08												
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<u>Transportation Improvement Board Grant (construction):</u>	<u>\$5,000,000.00</u>												
Total Cost to City:	\$7,268,403.08												
<b>RECOMMENDED ACTION:</b>													
<p>Staff recommends that Council authorize the Mayor to award the bid for the State Avenue (100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE) Corridor Improvement Project to Strider Construction Company in the amount of \$11,768,403.08 including Washington State Sales Tax and approve a \$500,000.00 Management Reserve, for a total allocation of \$12,268,403.08.</p>													
<b>RECOMMENDED MOTION:</b>													
<p>I move to authorize the Mayor to award the bid for the State Avenue (100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE) Corridor Improvement Project to Strider Construction Company in the amount of \$11,768,403.08 including Washington State Sales Tax and approve a \$500,000.00 Management Reserve of, for a total allocation of \$12,268,403.08.</p>													

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
A1	MINOR CHANGE	1	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A2	CONSTRUCTION SURVEYING	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 62,500.00	\$ 62,500.00	\$ 100,000.00	\$ 100,000.00	\$ 86,000.00	\$ 86,000.00	\$ 70,000.00	\$ 70,000.00	\$ 105,000.00	\$ 105,000.00
A3	RECORD DRAWINGS - (MIN BID \$2500)	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
A4	SPCC PLAN	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
A5	POTHOLING	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
A6	TYPE B PROGRESS SCHEDULE - MIN BID - \$5000	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
A7	MOBILIZATION	1	LS	\$ 810,000.00	\$ 810,000.00	\$ 900,000.00	\$ 900,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 815,000.00	\$ 815,000.00	\$ 1,026,000.00	\$ 1,026,000.00	\$ 1,065,000.00	\$ 1,065,000.00
A8	TRAFFIC CONTROL SUPERVISOR	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 178,000.00	\$ 178,000.00	\$ 125,000.00	\$ 125,000.00	\$ 195,000.00	\$ 195,000.00
A9	FLAGGERS	2,360	HOUR	\$ 55.00	\$ 129,800.00	\$ 62.00	\$ 146,320.00	\$ 61.80	\$ 145,848.00	\$ 56.00	\$ 132,160.00	\$ 62.00	\$ 146,320.00	\$ 62.50	\$ 147,500.00
A10	PORTABLE CHANGEABLE MESSAGE SIGN	18,000	HOUR	\$ 2.00	\$ 36,000.00	\$ 3.00	\$ 54,000.00	\$ 3.00	\$ 54,000.00	\$ 0.50	\$ 9,000.00	\$ 2.25	\$ 40,500.00	\$ 3.50	\$ 63,000.00
A11	OTHER TEMPORARY TRAFFIC CONTROL	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 125,000.00	\$ 125,000.00	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00	\$ 150,000.00	\$ 150,000.00	\$ 270,000.00	\$ 270,000.00
A12	PEDESTRIAN TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00
A13	UNIFORMED POLICE OFFICER	80	HOUR	\$ 80.00	\$ 6,400.00	\$ 150.00	\$ 12,000.00	\$ 125.00	\$ 10,000.00	\$ 165.00	\$ 13,200.00	\$ 125.00	\$ 10,000.00	\$ 125.00	\$ 10,000.00
A14	BNSF FLAGGERS	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 12,800.00	\$ 12,800.00	\$ 11,000.00	\$ 11,000.00	\$ 7,000.00	\$ 7,000.00
A15	CLEARING AND GRUBBING	2.5	ACRE	\$ 10,000.00	\$ 25,000.00	\$ 20,000.00	\$ 50,000.00	\$ 7,500.00	\$ 18,750.00	\$ 37,000.00	\$ 92,500.00	\$ 19,000.00	\$ 47,500.00	\$ 16,000.00	\$ 40,000.00
A16	ROADSIDE CLEANUP	1	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A17	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 7,300.00	\$ 7,300.00	\$ 6,000.00	\$ 6,000.00
A18	REMOVAL OF EXISTING STRUCTURE - CONC. BOX CULVERT	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 42,000.00	\$ 42,000.00	\$ 37,500.00	\$ 37,500.00
A19	REMOVING DRAINAGE STRUCTURE	5	EA	\$ 600.00	\$ 3,000.00	\$ 650.00	\$ 3,250.00	\$ 350.00	\$ 1,750.00	\$ 550.00	\$ 2,750.00	\$ 1,600.00	\$ 8,000.00	\$ 960.00	\$ 4,800.00
A20	REMOVING PIPE	740	LF	\$ 20.00	\$ 14,800.00	\$ 14.00	\$ 10,360.00	\$ 15.00	\$ 11,100.00	\$ 25.00	\$ 18,500.00	\$ 13.00	\$ 9,620.00	\$ 18.00	\$ 13,320.00
A21	ABANDON AC PIPE	790	LF	\$ 15.00	\$ 11,850.00	\$ 8.00	\$ 6,320.00	\$ 12.50	\$ 9,875.00	\$ 5.00	\$ 3,950.00	\$ 38.00	\$ 30,020.00	\$ 25.00	\$ 19,750.00
A22	REMOVING AC PIPE	290	LF	\$ 45.00	\$ 13,050.00	\$ 45.00	\$ 13,050.00	\$ 30.00	\$ 8,700.00	\$ 46.00	\$ 13,340.00	\$ 125.00	\$ 36,250.00	\$ 70.00	\$ 20,300.00
A23	REMOVING CEMENT CONC. SIDEWALK	145	SY	\$ 15.00	\$ 2,175.00	\$ 7.00	\$ 1,015.00	\$ 10.00	\$ 1,450.00	\$ 17.00	\$ 2,465.00	\$ 60.00	\$ 8,700.00	\$ 13.50	\$ 1,957.50
A24	REMOVING CEMENT CONC. CURB AND GUTTER	195	LF	\$ 7.00	\$ 1,365.00	\$ 8.00	\$ 1,560.00	\$ 5.00	\$ 975.00	\$ 12.00	\$ 2,340.00	\$ 11.00	\$ 2,145.00	\$ 9.00	\$ 1,755.00
A25	REMOVING CEMENT CONC. CURB	1,180	LF	\$ 6.00	\$ 7,080.00	\$ 5.00	\$ 5,900.00	\$ 3.00	\$ 3,540.00	\$ 9.00	\$ 10,620.00	\$ 16.00	\$ 18,880.00	\$ 4.50	\$ 5,310.00
A26	REMOVING ASPHALT CONC. PAVEMENT	5,900	SY	\$ 5.00	\$ 29,500.00	\$ 3.50	\$ 20,650.00	\$ 6.50	\$ 38,350.00	\$ 11.00	\$ 64,900.00	\$ 9.50	\$ 56,050.00	\$ 6.00	\$ 35,400.00
A27	REMOVING CEMENT CONC. PAVEMENT - SUBSURFACE	414	SY	\$ 30.00	\$ 12,420.00	\$ 11.00	\$ 4,554.00	\$ 15.80	\$ 6,541.20	\$ 23.00	\$ 9,522.00	\$ 28.00	\$ 11,592.00	\$ 17.00	\$ 7,038.00
A28	REMOVING FENCE	330	LF	\$ 10.00	\$ 3,300.00	\$ 4.00	\$ 1,320.00	\$ 5.00	\$ 1,650.00	\$ 5.00	\$ 1,650.00	\$ 10.00	\$ 3,300.00	\$ 27.50	\$ 9,075.00
A29	TREE REMOVAL	78	EA	\$ 400.00	\$ 31,200.00	\$ 120.00	\$ 9,360.00	\$ 300.00	\$ 23,400.00	\$ 500.00	\$ 39,000.00	\$ 650.00	\$ 50,700.00	\$ 200.00	\$ 15,600.00
A30	UNFORESEEN PRIVATE PROPERTY INTERFACE ISSUES	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
A31	EMBANKMENT PRELOAD	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00	\$ 155,000.00	\$ 155,000.00	\$ 53,000.00	\$ 53,000.00	\$ 100,000.00	\$ 100,000.00	\$ 30,000.00	\$ 30,000.00
A32	ROADWAY EXCAVATION INCL. HAUL	12,000	CY	\$ 30.00	\$ 360,000.00	\$ 20.00	\$ 240,000.00	\$ 21.00	\$ 252,000.00	\$ 20.00	\$ 240,000.00	\$ 16.00	\$ 192,000.00	\$ 36.50	\$ 438,000.00
A33	GRAVEL BORROW INCL. HAUL	100	TON	\$ 28.00	\$ 2,800.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00	\$ 60.00	\$ 6,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00
A34	COMMON BORROW INCL. HAUL	14,525	TON	\$ 12.00	\$ 174,300.00	\$ 25.00	\$ 363,125.00	\$ 12.00	\$ 174,300.00	\$ 10.00	\$ 145,250.00	\$ 17.00	\$ 246,925.00	\$ 13.75	\$ 199,718.75
A35	CHANNEL EXCAVATION INCL. HAUL	1,250	CY	\$ 60.00	\$ 75,000.00	\$ 20.00	\$ 25,000.00	\$ 35.00	\$ 43,750.00	\$ 35.00	\$ 43,750.00	\$ 28.00	\$ 35,000.00	\$ 62.65	\$ 78,312.50
A36	STRUCTURE EXCAVATION CLASS A INCL. HAUL	3,700	CY	\$ 45.00	\$ 166,500.00	\$ 24.00	\$ 88,800.00	\$ 28.50	\$ 105,450.00	\$ 26.00	\$ 96,200.00	\$ 21.00	\$ 77,700.00	\$ 37.00	\$ 136,900.00
A37	STRUCTURE EXCAVATION CLASS B INCL. HAUL	2,675	CY	\$ 18.00	\$ 48,150.00	\$ 11.00	\$ 29,425.00	\$ 12.00	\$ 32,100.00	\$ 25.00	\$ 66,875.00	\$ 30.00	\$ 80,250.00	\$ 16.25	\$ 43,468.75
A38	SHORING OR EXTRA EXCAVATION CL. A	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 125,000.00	\$ 125,000.00	\$ 610,000.00	\$ 610,000.00	\$ 132,000.00	\$ 132,000.00	\$ 315,000.00	\$ 315,000.00	\$ 85,000.00	\$ 85,000.00
A39	SHORING OR EXTRA EXCAVATION CL. B	17,870	SF	\$ 3.00	\$ 53,610.00	\$ 0.10	\$ 1,787.00	\$ 0.35	\$ 6,254.50	\$ 1.10	\$ 19,657.00	\$ 0.50	\$ 8,935.00	\$ 0.75	\$ 13,402.50
A40	GRAVEL BACKFILL FOR WALL	516	TON	\$ 38.00	\$ 19,613.70	\$ 27.00	\$ 13,932.00	\$ 36.50	\$ 18,834.00	\$ 27.00	\$ 13,932.00	\$ 31.00	\$ 15,996.00	\$ 26.00	\$ 13,416.00
A41	CONSTRUCTION GEOTEXTILE FOR SEPARATION	2,000	SY	\$ 7.00	\$ 14,000.00	\$ 1.50	\$ 3,000.00	\$ 2.50	\$ 5,000.00	\$ 3.00	\$ 6,000.00	\$ 7.00	\$ 14,000.00	\$ 3.00	\$ 6,000.00
A42	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	40	SY	\$ 15.00	\$ 600.00	\$ 2.50	\$ 100.00	\$ 8.00	\$ 320.00	\$ 15.00	\$ 600.00	\$ 33.00	\$ 1,320.00	\$ 7.50	\$ 300.00
A43	CRUSHED SURFACING BASE COURSE	1,600	TON	\$ 35.00	\$ 56,000.00	\$ 30.00	\$ 48,000.00	\$ 30.00	\$ 48,000.00	\$ 40.00	\$ 64,000.00	\$ 45.00	\$ 72,000.00	\$ 26.50	\$ 42,400.00
A44	BALLAST	700	TON	\$ 35.00	\$ 24,500.00	\$ 44.00	\$ 30,800.00	\$ 30.00	\$ 21,000.00	\$ 44.00	\$ 30,800.00	\$ 42.00	\$ 29,400.00	\$ 33.00	\$ 23,100.00
A45	ASPHALT TREATED BASE, PG 64-22	1,500	TON	\$ 80.00	\$ 120,000.00	\$ 110.00	\$ 165,000.00	\$ 120.75	\$ 181,125.00	\$ 100.00	\$ 150,000.00	\$ 120.00	\$ 180,000.00	\$ 126.00	\$ 189,000.00
A46	PLANING BITUMINOUS PAVEMENT	4,650	SY	\$ 4.00	\$ 18,600.00	\$ 3.00	\$ 13,950.00	\$ 6.00	\$ 27,900.00	\$ 2.25	\$ 10,462.50	\$ 9.00	\$ 41,850.00	\$ 4.75	\$ 22,087.50
A47	HMA CL. 1/2 IN. PG 64-22	1,110	TON	\$ 92.00	\$ 102,120.00	\$ 95.00	\$ 105,450.00	\$ 112.00	\$ 124,320.00	\$ 104.00	\$ 115,440.00	\$ 102.00	\$ 113,220.00	\$ 108.50	\$ 120,435.00
A48	HMA FOR APPROACH CL. 1/2 IN. PG 64-22	290	TON	\$ 92.00	\$ 26,680.00	\$ 180.00	\$ 52,200.00	\$ 195.00	\$ 56,550.00	\$ 150.00	\$ 43,500.00	\$ 193.00	\$ 55,970.00	\$ 205.00	\$ 59,450.00
A49	COMPACTION PRICE ADJUSTMENT	1	CALC	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
A50	ASPHALT COST PRICE ADJUSTMENT	1	CALC	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00	\$ 12,440.00
A51	BUS STOP FOUNDATION	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 8,200.00	\$ 8,200.00	\$ 7,000.00	\$ 7,000.00	\$ 1,385.00	\$ 1,385.00
A52	LOAD DISTRIBUTION SLAB	852	SY	\$ 160.00	\$ 136,320.00	\$ 90.00	\$ 76,680.00	\$ 96.35	\$ 82,090.20	\$ 182.00	\$ 155,064.00	\$ 165.00	\$ 140,580.00	\$ 50.00	\$ 42,600.00
A53	SUBSTRUCTURE - STATE AVE BRIDGE	1	LS	\$ 381,000.00	\$ 381,000.00	\$ 450,000.00	\$ 450,000.00	\$ 321,150.00	\$ 321,150.00	\$ 730,000.00	\$ 730,000.00	\$ 350,000.00	\$ 350,000.00	\$ 455,000.00	\$ 455,000.00
A54	PRESTRESSED CONC. GIRDER (W50G)	820	LF	\$ 290.00	\$ 237,800.00	\$ 540.00	\$ 442,800.00	\$ 522.10	\$ 428,122.00	\$ 532.00	\$ 436,240.00	\$ 610.00	\$ 500,200.00	\$ 600.00	\$ 4

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
A55	SUPERSTRUCTURE - STATE AVE BRIDGE	1	LS	\$ 651,000.00	\$ 651,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,180,000.00	\$ 1,180,000.00	\$ 935,000.00	\$ 935,000.00	\$ 930,000.00	\$ 930,000.00	\$ 850,000.00	\$ 850,000.00
A56	BRIDGE APPROACH SLAB	568	SY	\$ 340.00	\$ 193,120.00	\$ 375.00	\$ 213,000.00	\$ 338.25	\$ 192,126.00	\$ 412.00	\$ 234,016.00	\$ 375.00	\$ 213,000.00	\$ 315.00	\$ 178,920.00
A57	CONC CLASS 5000P FOR ST. PILE	460	CY	\$ 150.00	\$ 69,000.00	\$ 180.00	\$ 82,800.00	\$ 166.00	\$ 76,360.00	\$ 176.00	\$ 80,960.00	\$ 215.00	\$ 98,900.00	\$ 206.00	\$ 94,760.00
A58	FURNISHING ST. PILE - 36 INCH DIA	1,971	LF	\$ 370.00	\$ 729,270.00	\$ 300.00	\$ 591,300.00	\$ 410.61	\$ 809,312.31	\$ 323.00	\$ 636,633.00	\$ 350.00	\$ 689,850.00	\$ 325.00	\$ 640,575.00
A59	DRIVING ST. PILE - 36 INCH DIA	14	EA	\$ 7,560.00	\$ 105,840.00	\$ 7,800.00	\$ 109,200.00	\$ 9,705.00	\$ 135,870.00	\$ 15,500.00	\$ 217,000.00	\$ 10,000.00	\$ 140,000.00	\$ 7,000.00	\$ 98,000.00
A60	FURNISHING STEEL TIP OR SHOE - 36 INCH DIA	14	EA	\$ 470.00	\$ 6,580.00	\$ 3,000.00	\$ 42,000.00	\$ 1,790.00	\$ 25,060.00	\$ 3,365.00	\$ 47,110.00	\$ 3,500.00	\$ 49,000.00	\$ 3,250.00	\$ 45,500.00
A61	BRIDGE RAILING TYPE BP	886	LF	\$ 60.00	\$ 53,160.00	\$ 80.00	\$ 70,880.00	\$ 83.00	\$ 73,536.00	\$ 79.00	\$ 69,994.00	\$ 80.00	\$ 70,880.00	\$ 91.00	\$ 80,626.00
A62	CAST-IN-PLACE CONC. BARRIER	886	LF	\$ 350.00	\$ 310,100.00	\$ 300.00	\$ 265,800.00	\$ 371.40	\$ 329,060.40	\$ 301.00	\$ 266,686.00	\$ 550.00	\$ 487,300.00	\$ 360.00	\$ 336,680.00
A63	SHAFT - 36 IN. DIAMETER	1,340	LF	\$ 200.00	\$ 268,000.00	\$ 140.00	\$ 187,600.00	\$ 126.00	\$ 168,840.00	\$ 188.00	\$ 251,920.00	\$ 259.00	\$ 347,060.00	\$ 140.00	\$ 187,600.00
A64	REMOVING SOLDIER PILE SHAFT OBSTRUCTIONS	1	EST	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
A65	FURNISHING SOLDIER PILE - W12X65	290	LF	\$ 85.00	\$ 24,650.00	\$ 55.00	\$ 15,950.00	\$ 95.24	\$ 27,619.60	\$ 70.00	\$ 20,300.00	\$ 102.50	\$ 29,725.00	\$ 120.00	\$ 34,800.00
A66	FURNISHING SOLDIER PILE - W27X94	365	LF	\$ 105.00	\$ 38,325.00	\$ 70.00	\$ 25,550.00	\$ 100.71	\$ 36,759.15	\$ 90.00	\$ 32,850.00	\$ 120.00	\$ 43,800.00	\$ 120.00	\$ 43,800.00
A67	FURNISHING SOLDIER PILE - W24X192	875	LF	\$ 200.00	\$ 175,000.00	\$ 125.00	\$ 109,375.00	\$ 170.91	\$ 149,546.25	\$ 155.00	\$ 135,625.00	\$ 191.00	\$ 167,125.00	\$ 120.00	\$ 105,000.00
A69	LAGGING	3,360	SF	\$ 12.00	\$ 40,320.00	\$ 25.00	\$ 84,000.00	\$ 12.75	\$ 42,840.00	\$ 26.00	\$ 87,360.00	\$ 10.00	\$ 33,600.00	\$ 17.00	\$ 57,120.00
A69	PREFABRICATED DRAINAGE MAT	200	SF	\$ 28.00	\$ 5,600.00	\$ 10.00	\$ 2,000.00	\$ 12.00	\$ 2,400.00	\$ 6.00	\$ 1,200.00	\$ 21.00	\$ 4,200.00	\$ 5.00	\$ 1,000.00
A70	SHOTCRETE FACING FOR GEOFOAM WALLS	5,200	SF	\$ 18.00	\$ 93,600.00	\$ 23.00	\$ 119,600.00	\$ 31.00	\$ 161,200.00	\$ 25.00	\$ 130,000.00	\$ 43.00	\$ 223,600.00	\$ 26.00	\$ 135,200.00
A71	UNDERDRAIN PIPE 6 IN. DIAM.	484	LF	\$ 15.00	\$ 7,260.00	\$ 15.00	\$ 7,260.00	\$ 30.50	\$ 14,762.00	\$ 29.00	\$ 14,036.00	\$ 33.00	\$ 15,972.00	\$ 25.00	\$ 12,100.00
A72	TESTING STORM SEWER PIPE	2,390	LF	\$ 2.50	\$ 5,975.00	\$ 3.00	\$ 7,170.00	\$ 4.00	\$ 9,560.00	\$ 1.50	\$ 3,585.00	\$ 4.00	\$ 9,560.00	\$ 4.00	\$ 9,560.00
A73	SOLID WALL PVC CULV. PIPE STORM SEWER 12 IN. DIAM.	1,590	LF	\$ 55.00	\$ 87,450.00	\$ 55.00	\$ 87,450.00	\$ 61.50	\$ 97,785.00	\$ 65.00	\$ 103,350.00	\$ 45.00	\$ 71,550.00	\$ 74.00	\$ 117,660.00
A74	SOLID WALL PVC CULV. PIPE STORM SEWER 18 IN. DIAM.	445	LF	\$ 70.00	\$ 31,150.00	\$ 75.00	\$ 33,375.00	\$ 95.00	\$ 42,275.00	\$ 115.00	\$ 51,175.00	\$ 77.00	\$ 34,265.00	\$ 91.00	\$ 40,495.00
A75	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	270	LF	\$ 50.00	\$ 13,500.00	\$ 65.00	\$ 17,550.00	\$ 68.00	\$ 18,360.00	\$ 93.00	\$ 25,110.00	\$ 86.00	\$ 23,220.00	\$ 130.00	\$ 35,100.00
A76	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 18 IN. DIAM.	85	LF	\$ 60.00	\$ 5,091.00	\$ 130.00	\$ 11,050.00	\$ 106.00	\$ 9,010.00	\$ 163.00	\$ 13,855.00	\$ 138.00	\$ 11,730.00	\$ 141.00	\$ 11,985.00
A77	OUTFALL PROTECTION	37	TON	\$ 40.00	\$ 1,480.00	\$ 65.00	\$ 2,405.00	\$ 75.00	\$ 2,775.00	\$ 50.00	\$ 1,850.00	\$ 114.00	\$ 4,218.00	\$ 130.00	\$ 4,810.00
A78	PIPE ANCHOR	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,350.00	\$ 2,700.00	\$ 1,120.00	\$ 2,240.00	\$ 3,600.00	\$ 7,200.00	\$ 6,500.00	\$ 13,000.00	\$ 1,690.00	\$ 3,380.00
A79	CATCH BASIN TYPE 1	17	EA	\$ 1,400.00	\$ 23,800.00	\$ 1,250.00	\$ 21,250.00	\$ 2,152.00	\$ 36,584.00	\$ 1,900.00	\$ 32,300.00	\$ 1,900.00	\$ 32,300.00	\$ 1,240.00	\$ 21,080.00
A80	CATCH BASIN TYPE 2 48 IN. DIAM.	12	EA	\$ 4,500.00	\$ 54,000.00	\$ 3,000.00	\$ 36,000.00	\$ 4,300.00	\$ 51,600.00	\$ 3,500.00	\$ 42,000.00	\$ 3,800.00	\$ 45,600.00	\$ 2,760.00	\$ 33,120.00
A81	PRETREATMENT CATCH BASIN	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00	\$ 27,625.00	\$ 27,625.00
A82	ADJUST CATCH BASIN	2	EA	\$ 550.00	\$ 1,100.00	\$ 850.00	\$ 1,700.00	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00	\$ 1,225.00	\$ 2,450.00	\$ 620.00	\$ 1,240.00
A83	MANHOLE TYPE 2 48 IN. DIAM.	8	EA	\$ 2,800.00	\$ 22,400.00	\$ 3,500.00	\$ 28,000.00	\$ 4,320.00	\$ 34,560.00	\$ 3,000.00	\$ 24,000.00	\$ 3,550.00	\$ 28,400.00	\$ 2,590.00	\$ 20,720.00
A84	MANHOLE TYPE 2 54 IN. DIAM.	2	EA	\$ 5,600.00	\$ 11,200.00	\$ 4,500.00	\$ 9,000.00	\$ 4,100.00	\$ 8,200.00	\$ 5,200.00	\$ 10,400.00	\$ 3,550.00	\$ 7,100.00	\$ 5,000.00	\$ 10,000.00
A85	WETPOND	1	LS	\$ 275,000.00	\$ 275,000.00	\$ 250,000.00	\$ 250,000.00	\$ 230,000.00	\$ 230,000.00	\$ 410,000.00	\$ 410,000.00	\$ 330,000.00	\$ 330,000.00	\$ 265,000.00	\$ 265,000.00
A86	INFILTRATION GALLERY TYPE 2	65	LF	\$ 500.00	\$ 32,500.00	\$ 320.00	\$ 20,800.00	\$ 391.10	\$ 25,421.50	\$ 340.00	\$ 22,100.00	\$ 450.00	\$ 29,250.00	\$ 570.00	\$ 37,050.00
A87	TEMPORARY STREAM DIVERSION	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 115,000.00	\$ 115,000.00	\$ 90,000.00	\$ 90,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00
A88	ENERGY DISSIPATOR	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 22,500.00	\$ 22,500.00	\$ 21,000.00	\$ 21,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00
A89	BANK RUN GRAVEL BACKFILL INCL. HAUL FOR STORM	2,877	TON	\$ 21.00	\$ 60,411.75	\$ 27.00	\$ 77,679.00	\$ 15.00	\$ 43,155.00	\$ 15.00	\$ 43,155.00	\$ 15.00	\$ 43,155.00	\$ 13.50	\$ 38,839.50
A90	EROSION/WATER POLLUTION CONTROL	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 190,000.00	\$ 190,000.00	\$ 36,000.00	\$ 36,000.00	\$ 10,000.00	\$ 10,000.00
A91	CSWPPP AND TESC PLANS	1	LS	\$ 3,600.00	\$ 3,600.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 22,000.00	\$ 22,000.00	\$ 5,000.00	\$ 5,000.00
A92	INLET PROTECTION	36	EA	\$ 100.00	\$ 3,600.00	\$ 50.00	\$ 1,800.00	\$ 125.00	\$ 4,500.00	\$ 55.00	\$ 1,980.00	\$ 89.00	\$ 3,204.00	\$ 125.00	\$ 4,500.00
A93	COMPOST SOCK	1,840	LF	\$ 4.00	\$ 7,360.00	\$ 12.00	\$ 22,080.00	\$ 8.00	\$ 14,720.00	\$ 5.00	\$ 9,200.00	\$ 8.00	\$ 14,720.00	\$ 8.00	\$ 14,720.00
A94	SILT FENCE	680	LF	\$ 5.00	\$ 3,400.00	\$ 4.50	\$ 3,060.00	\$ 6.00	\$ 4,080.00	\$ 8.00	\$ 5,440.00	\$ 6.00	\$ 4,080.00	\$ 6.00	\$ 4,080.00
A95	HIGH VISIBILITY FENCE	680	LF	\$ 3.00	\$ 2,040.00	\$ 3.50	\$ 2,380.00	\$ 3.50	\$ 2,380.00	\$ 6.00	\$ 4,080.00	\$ 5.00	\$ 3,400.00	\$ 6.50	\$ 4,420.00
A96	TREE PROTECTION	700	LF	\$ 10.00	\$ 7,000.00	\$ 7.00	\$ 4,900.00	\$ 3.50	\$ 2,450.00	\$ 12.00	\$ 8,400.00	\$ 7.00	\$ 4,900.00	\$ 8.00	\$ 5,600.00
A97	PORTABLE SETTLING TANK	10	MONTH	\$ 2,400.00	\$ 24,000.00	\$ 2,500.00	\$ 25,000.00	\$ 1,000.00	\$ 10,000.00	\$ 4,000.00	\$ 40,000.00	\$ 1,600.00	\$ 16,000.00	\$ 10,750.00	\$ 107,500.00
A98	SEEDING, FERTILIZING AND MULCHING	1.10	ACRE	\$ 8,500.00	\$ 9,350.00	\$ 4,000.00	\$ 4,400.00	\$ 10,500.00	\$ 11,550.00	\$ 9,600.00	\$ 10,560.00	\$ 7,000.00	\$ 7,700.00	\$ 14,000.00	\$ 15,400.00
A99	BIODEGRADABLE EROSION CONTROL BLANKET	1,100	SY	\$ 2.00	\$ 2,200.00	\$ 2.00	\$ 2,200.00	\$ 6.00	\$ 6,600.00	\$ 2.00	\$ 2,200.00	\$ 15.00	\$ 16,500.00	\$ 9.00	\$ 9,900.00
A100	FINE COMPOST	175	CY	\$ 45.00	\$ 7,875.00	\$ 65.00	\$ 11,375.00	\$ 60.00	\$ 10,500.00	\$ 66.00	\$ 11,550.00	\$ 68.00	\$ 11,900.00	\$ 72.00	\$ 12,600.00
A101	TOPSOIL TYPE A	815	CY	\$ 45.00	\$ 36,675.00	\$ 55.00	\$ 44,825.00	\$ 50.00	\$ 40,750.00	\$ 55.00	\$ 44,825.00	\$ 56.00	\$ 45,640.00	\$ 60.00	\$ 48,900.00
A102	BARK OR WOOD CHIP MULCH	260	CY	\$ 40.00	\$ 10,400.00	\$ 55.00	\$ 14,300.00	\$ 50.00	\$ 13,000.00	\$ 55.00	\$ 14,300.00	\$ 57.00	\$ 14,820.00	\$ 60.00	\$ 15,600.00
A103	WEED AND PEST CONTROL	1	FA	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
A104	SEEDING LAWN INSTALLATION	60	SY	\$ 65.00	\$ 3,900.00	\$ 15.00	\$ 900.00	\$ 1.80	\$ 108.00	\$ 20.00	\$ 1,200.00	\$ 230.00	\$ 13,800.00	\$ 2.50	\$ 150.00
A105	PSIPE- OERMERIA CERASIFORMIS 1 GAL	53	EA	\$ 9.00	\$ 477.00	\$ 15.00	\$ 795.00	\$ 15.00	\$ 795.00	\$ 17.00	\$ 901.00	\$ 17.00	\$ 901.00	\$ 18.00	\$ 954.00
A106	PSIPE- ROSA NUTKANA 1 GAL	549	EA	\$ 9.00	\$ 4,941.00	\$ 15.00	\$ 8,235.00	\$ 15.00	\$ 8,235.00	\$ 17.00	\$ 9,333.00	\$ 17.00	\$ 9,333.00	\$ 18.00	\$ 9,882.00
A107	PSIPE- POLYSTICHUM MUNITUM 1 GAL	160	EA	\$ 9.00	\$ 1,440.00	\$ 15.00	\$ 2,400.00	\$ 15.00	\$ 2,400.00	\$ 17.00	\$ 2,720.00	\$ 17.00	\$ 2,720.00	\$ 18.00	\$ 2,880.00
A108	PSIPE- SYMPHORICARPOS ALBUS 1 GAL	53	EA	\$ 8.00	\$ 424.00	\$ 15.00	\$ 795.00	\$ 15.00	\$ 795.00	\$ 17.00	\$ 901.00	\$ 17.00	\$ 901.00	\$ 18.00	\$ 954.00



ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
A109	PSIPE- RUBUS SPECTABILIS 1 GAL	231	EA	\$ 8.00	\$ 1,848.00	\$ 15.00	\$ 3,465.00	\$ 15.00	\$ 3,465.00	\$ 17.00	\$ 3,927.00	\$ 17.00	\$ 3,927.00	\$ 18.00	\$ 4,158.00
A110	PSIPE- RIBES SANGUINIUM 1 GAL	53	EA	\$ 10.00	\$ 530.00	\$ 15.00	\$ 795.00	\$ 15.00	\$ 795.00	\$ 17.00	\$ 901.00	\$ 17.00	\$ 901.00	\$ 18.00	\$ 954.00
A111	PSIPE- ACER CIRCINATUM 2 GAL	22	EA	\$ 18.00	\$ 396.00	\$ 30.00	\$ 660.00	\$ 25.00	\$ 550.00	\$ 27.00	\$ 594.00	\$ 28.00	\$ 616.00	\$ 30.00	\$ 660.00
A112	PSIPE- PSEUDOSUGA MENZIESII 2 GAL	25	EA	\$ 18.00	\$ 450.00	\$ 30.00	\$ 750.00	\$ 25.00	\$ 625.00	\$ 27.00	\$ 675.00	\$ 28.00	\$ 700.00	\$ 30.00	\$ 750.00
A113	PSIPE- PINUS CONTORTA VAR. CONTORTA 2 GAL	6	EA	\$ 20.00	\$ 120.00	\$ 50.00	\$ 300.00	\$ 45.00	\$ 270.00	\$ 50.00	\$ 300.00	\$ 51.00	\$ 306.00	\$ 54.00	\$ 324.00
A114	PSIPE- MAHONIA AQUIFOLIUM 1 GAL	35	EA	\$ 15.00	\$ 525.00	\$ 15.00	\$ 525.00	\$ 15.00	\$ 525.00	\$ 17.00	\$ 595.00	\$ 17.00	\$ 595.00	\$ 18.00	\$ 630.00
A115	PSIPE- ACER MACROPHYLLUM 1 GAL	22	EA	\$ 12.00	\$ 264.00	\$ 15.00	\$ 330.00	\$ 15.00	\$ 330.00	\$ 17.00	\$ 374.00	\$ 17.00	\$ 374.00	\$ 18.00	\$ 396.00
A116	PSIPE- ALNUS RUBRA 1 GAL	13	EA	\$ 12.00	\$ 156.00	\$ 15.00	\$ 195.00	\$ 15.00	\$ 195.00	\$ 17.00	\$ 221.00	\$ 17.00	\$ 221.00	\$ 18.00	\$ 234.00
A117	PSIPE- CORNUS SERICEA LIVE STAKE	653	EA	\$ 6.00	\$ 3,918.00	\$ 4.00	\$ 2,612.00	\$ 4.00	\$ 2,612.00	\$ 4.50	\$ 2,938.50	\$ 4.50	\$ 2,938.50	\$ 5.00	\$ 3,265.00
A118	PSIPE- SPIRAEA DOUGLASII 1 GAL	187	EA	\$ 8.00	\$ 1,496.00	\$ 15.00	\$ 2,805.00	\$ 15.00	\$ 2,805.00	\$ 16.50	\$ 3,085.50	\$ 17.00	\$ 3,179.00	\$ 18.00	\$ 3,366.00
A119	PSIPE- SALIX SITCHENSIS LIVE STAKE	179	EA	\$ 6.00	\$ 1,074.00	\$ 4.00	\$ 716.00	\$ 4.00	\$ 716.00	\$ 5.00	\$ 895.00	\$ 4.50	\$ 805.50	\$ 5.00	\$ 895.00
A120	PSIPE- SALIX LASIANDRA LIVE STAKE	441	EA	\$ 6.00	\$ 2,646.00	\$ 4.00	\$ 1,764.00	\$ 4.00	\$ 1,764.00	\$ 5.00	\$ 2,205.00	\$ 4.50	\$ 1,984.50	\$ 5.00	\$ 2,205.00
A121	PSIPE- LONICERA INVOLUCRATA 1 GAL	179	EA	\$ 9.00	\$ 1,611.00	\$ 15.00	\$ 2,685.00	\$ 15.00	\$ 2,685.00	\$ 17.00	\$ 3,043.00	\$ 17.00	\$ 3,043.00	\$ 18.00	\$ 3,222.00
A122	PSIPE- CAREX OBNUPTA PLUG	668	EA	\$ 4.50	\$ 3,006.00	\$ 4.00	\$ 2,672.00	\$ 3.00	\$ 2,004.00	\$ 3.50	\$ 2,338.00	\$ 4.00	\$ 2,672.00	\$ 4.00	\$ 2,672.00
A123	PSIPE- SCIRPUS MICROCARPUS PLUG	668	EA	\$ 4.50	\$ 3,006.00	\$ 4.00	\$ 2,672.00	\$ 3.00	\$ 2,004.00	\$ 3.50	\$ 2,338.00	\$ 4.00	\$ 2,672.00	\$ 4.00	\$ 2,672.00
A124	PSIPE- ATHYRIUM FILIX-FEMINA 1 GAL	107	EA	\$ 9.00	\$ 963.00	\$ 15.00	\$ 1,605.00	\$ 15.00	\$ 1,605.00	\$ 17.00	\$ 1,819.00	\$ 17.00	\$ 1,819.00	\$ 18.00	\$ 1,926.00
A125	PSIPE- ROSA PISCOCARPA -1 GAL	178	EA	\$ 9.00	\$ 1,602.00	\$ 15.00	\$ 2,670.00	\$ 15.00	\$ 2,670.00	\$ 17.00	\$ 3,026.00	\$ 17.00	\$ 3,026.00	\$ 18.00	\$ 3,204.00
A126	PSIPE- ROSA RUGOSA -1 GAL	353	EA	\$ 13.00	\$ 4,589.00	\$ 15.00	\$ 5,295.00	\$ 15.00	\$ 5,295.00	\$ 17.00	\$ 6,001.00	\$ 17.00	\$ 6,001.00	\$ 18.00	\$ 6,354.00
A127	CHANNEL LOG JAM	5	EA	\$ 10,000.00	\$ 50,000.00	\$ 7,500.00	\$ 37,500.00	\$ 5,500.00	\$ 27,500.00	\$ 2,400.00	\$ 12,000.00	\$ 6,000.00	\$ 30,000.00	\$ 10,500.00	\$ 52,500.00
A128	HELICAL SOIL ANCHOR	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,900.00	\$ 9,500.00	\$ 680.00	\$ 3,400.00
A129	ANCHOR TESTING	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 600.00	\$ 600.00
A130	IRRIGATION SYSTEM	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00	\$ 53,500.00	\$ 53,500.00	\$ 72,000.00	\$ 72,000.00	\$ 60,000.00	\$ 60,000.00	\$ 78,000.00	\$ 78,000.00
A131	CEMENT CONC. TRAFFIC CURB & GUTTER	2,750	LF	\$ 30.00	\$ 82,500.00	\$ 27.00	\$ 74,250.00	\$ 25.00	\$ 68,750.00	\$ 20.00	\$ 55,000.00	\$ 38.00	\$ 104,500.00	\$ 30.00	\$ 82,500.00
A132	CEMENT CONC. TRAFFIC CURB	200	LF	\$ 26.00	\$ 5,200.00	\$ 33.00	\$ 6,600.00	\$ 40.25	\$ 8,050.00	\$ 34.00	\$ 6,800.00	\$ 46.00	\$ 9,200.00	\$ 36.50	\$ 7,300.00
A133	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	185	LF	\$ 20.00	\$ 3,700.00	\$ 50.00	\$ 9,250.00	\$ 36.00	\$ 6,660.00	\$ 40.00	\$ 7,400.00	\$ 150.00	\$ 27,750.00	\$ 40.00	\$ 7,400.00
A134	CEMENT CONC. PEDESTRIAN CURB	105	LF	\$ 26.00	\$ 2,730.00	\$ 30.00	\$ 3,150.00	\$ 40.00	\$ 4,200.00	\$ 32.00	\$ 3,360.00	\$ 32.00	\$ 3,360.00	\$ 37.00	\$ 3,885.00
A135	CEMENT CONC. GUTTER	230	LF	\$ 42.00	\$ 9,660.00	\$ 32.00	\$ 7,360.00	\$ 50.00	\$ 11,500.00	\$ 50.00	\$ 11,500.00	\$ 38.00	\$ 8,740.00	\$ 55.00	\$ 12,765.00
A136	STREAMBED SEDIMENT	1,600	TON	\$ 45.00	\$ 72,000.00	\$ 50.00	\$ 80,000.00	\$ 57.80	\$ 92,480.00	\$ 58.00	\$ 92,800.00	\$ 38.00	\$ 60,800.00	\$ 77.00	\$ 123,200.00
A137	STREAMBED COBBLES 10 IN	210	CY	\$ 100.00	\$ 21,000.00	\$ 90.00	\$ 18,900.00	\$ 75.00	\$ 15,750.00	\$ 49.00	\$ 10,290.00	\$ 51.00	\$ 10,710.00	\$ 81.50	\$ 17,115.00
A138	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	365	SY	\$ 90.00	\$ 32,850.00	\$ 70.00	\$ 25,550.00	\$ 65.00	\$ 23,725.00	\$ 102.00	\$ 37,230.00	\$ 145.00	\$ 52,925.00	\$ 83.80	\$ 30,587.00
A139	BEAM GUARDRAIL TYPE 31	38	LF	\$ 35.00	\$ 1,330.00	\$ 90.00	\$ 3,420.00	\$ 120.00	\$ 4,560.00	\$ 41.00	\$ 1,558.00	\$ 113.00	\$ 4,294.00	\$ 105.00	\$ 3,990.00
A140	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 4,250.00	\$ 8,500.00	\$ 5,500.00	\$ 11,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,850.00	\$ 5,700.00	\$ 4,500.00	\$ 9,000.00
A141	BEAM GUARDRAIL ANCHOR TYPE 10	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 400.00	\$ 800.00	\$ 3,000.00	\$ 6,000.00	\$ 1,850.00	\$ 3,700.00
A142	REMOVING GUARDRAIL	1,110	LF	\$ 6.00	\$ 6,660.00	\$ 4.00	\$ 4,440.00	\$ 5.75	\$ 6,382.50	\$ 14.00	\$ 15,540.00	\$ 17.00	\$ 18,870.00	\$ 40.00	\$ 44,400.00
A143	CHAINLINK FENCE TYPE 4	230	LF	\$ 21.00	\$ 4,830.00	\$ 45.00	\$ 10,350.00	\$ 42.50	\$ 9,775.00	\$ 45.00	\$ 10,350.00	\$ 47.00	\$ 10,810.00	\$ 45.50	\$ 10,465.00
A144	MONUMENT CASE AND COVER	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00	\$ 1,700.00	\$ 1,700.00	\$ 575.00	\$ 575.00
A145	ADJUST MONUMENT CASE AND COVER	1	EA	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
A146	CEMENT CONC. SIDEWALK	990	SY	\$ 70.00	\$ 69,300.00	\$ 55.00	\$ 54,450.00	\$ 50.00	\$ 49,500.00	\$ 40.00	\$ 39,600.00	\$ 85.00	\$ 84,150.00	\$ 92.25	\$ 91,327.50
A147	CEMENT CONC. CURB RAMP TYPE PARALLEL	6	EA	\$ 2,500.00	\$ 15,000.00	\$ 1,900.00	\$ 11,400.00	\$ 1,500.00	\$ 9,000.00	\$ 1,150.00	\$ 6,900.00	\$ 3,500.00	\$ 21,000.00	\$ 1,905.00	\$ 11,430.00
A148	ASPHALT CONC. RAMP	12	SY	\$ 80.00	\$ 960.00	\$ 110.00	\$ 1,320.00	\$ 120.00	\$ 1,440.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 240.00	\$ 2,880.00
A149	N D C B U - 13 UNIT	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 750.00	\$ 750.00	\$ 2,800.00	\$ 2,800.00	\$ 13,000.00	\$ 13,000.00	\$ 1,050.00	\$ 1,050.00
A150	DECORATIVE ILLUMINATION SYSTEM, COMPLETE	1	LS	\$ 270,000.00	\$ 270,000.00	\$ 350,000.00	\$ 350,000.00	\$ 31,000.00	\$ 31,000.00	\$ 300,000.00	\$ 300,000.00	\$ 350,000.00	\$ 350,000.00	\$ 295,000.00	\$ 295,000.00
A151	TRAFFIC SIGNAL SYSTEM - 100TH STREET, COMPLETE	1	LS	\$ 180,000.00	\$ 180,000.00	\$ 175,000.00	\$ 175,000.00	\$ 220,500.00	\$ 220,500.00	\$ 200,000.00	\$ 200,000.00	\$ 340,000.00	\$ 340,000.00	\$ 185,000.00	\$ 185,000.00
A152	INTERCONNECT SYSTEM, COMPLETE	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 65,000.00	\$ 65,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 43,000.00	\$ 43,000.00
A153	PERMANENT SIGNING	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 19,000.00	\$ 19,000.00
A154	PROFILED PLASTIC LINE	4,810	LF	\$ 2.50	\$ 12,025.00	\$ 3.00	\$ 14,430.00	\$ 2.85	\$ 13,708.50	\$ 3.00	\$ 14,430.00	\$ 8.00	\$ 38,480.00	\$ 3.40	\$ 16,354.00
A155	PROFILED PLASTIC WIDE LANE LINE	800	LF	\$ 8.00	\$ 6,400.00	\$ 7.00	\$ 5,600.00	\$ 6.20	\$ 4,960.00	\$ 7.00	\$ 5,600.00	\$ 12.00	\$ 9,600.00	\$ 7.50	\$ 6,000.00
A156	PLASTIC CROSSWALK LINE	160	SF	\$ 10.00	\$ 1,600.00	\$ 15.00	\$ 2,400.00	\$ 9.00	\$ 1,440.00	\$ 10.00	\$ 1,600.00	\$ 29.00	\$ 4,640.00	\$ 11.00	\$ 1,760.00
A157	PLASTIC STOP LINE	80	LF	\$ 10.00	\$ 800.00	\$ 18.00	\$ 1,440.00	\$ 14.00	\$ 1,120.00	\$ 15.50	\$ 1,240.00	\$ 40.00	\$ 3,200.00	\$ 18.00	\$ 1,440.00
A158	PLASTIC TRAFFIC ARROW	13	EA	\$ 100.00	\$ 1,300.00	\$ 175.00	\$ 2,275.00	\$ 245.00	\$ 3,185.00	\$ 270.00	\$ 3,510.00	\$ 500.00	\$ 6,500.00	\$ 287.00	\$ 3,731.00
A159	PAINT LINE	3,600	LF	\$ 1.00	\$ 3,600.00	\$ 1.30	\$ 4,680.00	\$ 0.45	\$ 1,620.00	\$ 0.50	\$ 1,800.00	\$ 4.00	\$ 14,400.00	\$ 0.70	\$ 2,520.00
A160	PLASTIC ACCESS PARKING SPACE SYMBOL WITH BACKGROUND	1	EA	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 850.00	\$ 850.00	\$ 670.00	\$ 670.00
A161	GRAVITY BLOCK WALL	320	SF	\$ 36.00	\$ 11,520.00	\$ 70.00	\$ 22,400.00	\$ 65.00	\$ 20,800.00	\$ 100.00	\$ 32,000.00	\$ 115.00	\$ 36,800.00	\$ 35.00	\$ 11,200.00
A162	TYPE EPS29 GEOFOAM LIGHTWEIGHT FILL	291	CY	\$ 150.00	\$ 43,650.00	\$ 150.00	\$ 43,650.00	\$ 135.00	\$ 39,285.00	\$ 150.00	\$ 43,650.00	\$ 145.00	\$ 42,195.00	\$ 290.00	\$ 84,390.00

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
A163	TYPE EPS39 GEOFOAM LIGHTWEIGHT FILL	4,850	CY	\$ 153.00	\$ 742,050.00	\$ 250.00	\$ 1,212,500.00	\$ 196.00	\$ 950,600.00	\$ 221.00	\$ 1,071,850.00	\$ 206.00	\$ 999,100.00	\$ 400.00	\$ 1,940,000.00
B200	MINOR CHANGE	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
B201	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,750.00	\$ 2,750.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00	\$ 4,000.00	\$ 4,000.00
B202	RECORD DRAWINGS - (MIN BID \$1500)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
B203	SPCC PLAN	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 0.01	\$ 0.01	\$ 2,800.00	\$ 2,800.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
B204	POTHOLING	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
B205	MOBILIZATION	1	LS	\$ 21,807.45	\$ 21,807.45	\$ 10,000.00	\$ 10,000.00	\$ 0.01	\$ 0.01	\$ 24,500.00	\$ 24,500.00	\$ 10,000.00	\$ 10,000.00	\$ 38,000.00	\$ 38,000.00
B206	TRAFFIC CONTROL SUPERVISOR	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 1,250.00	\$ 1,250.00	\$ 0.01	\$ 0.01	\$ 19,000.00	\$ 19,000.00	\$ 40,000.00	\$ 40,000.00	\$ 39,000.00	\$ 39,000.00
B207	FLAGGERS	480	HOURL	\$ 55.00	\$ 26,400.00	\$ 62.00	\$ 29,760.00	\$ 61.80	\$ 29,664.00	\$ 56.00	\$ 26,880.00	\$ 62.00	\$ 29,760.00	\$ 62.50	\$ 30,000.00
B208	OTHER TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 0.01	\$ 0.01	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
B209	PEDESTRIAN TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 0.01	\$ 0.01	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
B210	UNFORESEEN PRIVATE PROPERTY INTERFACE ISSUES	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
B211	COMMON BORROW	260	TON	\$ 10.00	\$ 2,600.00	\$ 18.00	\$ 4,680.00	\$ 12.00	\$ 3,120.00	\$ 21.00	\$ 5,460.00	\$ 24.00	\$ 6,240.00	\$ 13.75	\$ 3,575.00
B212	STRUCTURE EXCAVATION CLASS B INCL. HAUL	1,310	CY	\$ 18.00	\$ 23,580.00	\$ 30.00	\$ 39,300.00	\$ 12.00	\$ 15,720.00	\$ 120.00	\$ 157,200.00	\$ 40.00	\$ 52,400.00	\$ 20.00	\$ 26,200.00
B213	SHORING OR EXTRA EXCAVATION CLASS B	15,000	SF	\$ 1.00	\$ 15,000.00	\$ 0.10	\$ 1,500.00	\$ 0.35	\$ 5,250.00	\$ 7.00	\$ 105,000.00	\$ 0.50	\$ 7,500.00	\$ 0.75	\$ 11,250.00
B214	SAND BACKFILL FOR PIPE ZONE BEDDING	655	TON	\$ 19.00	\$ 12,445.00	\$ 18.00	\$ 11,790.00	\$ 35.00	\$ 22,925.00	\$ 22.00	\$ 14,410.00	\$ 22.00	\$ 14,410.00	\$ 46.00	\$ 30,130.00
B215	EROSION/WATER POLLUTION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
B216	COMCAST 3642-PTV VAULT	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,150.00	\$ 8,600.00	\$ 4,000.00	\$ 16,000.00	\$ 5,600.00	\$ 22,400.00	\$ 2,150.00	\$ 8,600.00
B217	FRONTIER VAULT 35PB	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 8,500.00	\$ 25,500.00	\$ 4,850.00	\$ 14,550.00	\$ 6,500.00	\$ 19,500.00	\$ 5,600.00	\$ 16,800.00	\$ 4,970.00	\$ 14,910.00
B218	FRONTIER VAULT 466PB	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 10,500.00	\$ 10,500.00	\$ 7,610.00	\$ 7,610.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00
B219	ADJUST UTILITY VAULT	3	EA	\$ 500.00	\$ 1,500.00	\$ 2,750.00	\$ 8,250.00	\$ 2,000.00	\$ 6,000.00	\$ 600.00	\$ 1,800.00	\$ 2,100.00	\$ 6,300.00	\$ 2,100.00	\$ 6,300.00
B220	TEMPORARY JOINT TRENCH END TERMINAL	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 2,500.00	\$ 2,500.00	\$ 2,820.00	\$ 2,820.00	\$ 350.00	\$ 350.00
B221	CONDUIT PVC 4" DIAM-COMCAST	3,950	LF	\$ 12.00	\$ 47,400.00	\$ 12.50	\$ 49,375.00	\$ 14.00	\$ 55,300.00	\$ 13.50	\$ 53,325.00	\$ 17.00	\$ 67,150.00	\$ 13.50	\$ 53,325.00
B222	CONDUIT PVC 4" DIAM-FRONTIER	4,335	LF	\$ 12.00	\$ 52,020.00	\$ 12.00	\$ 52,020.00	\$ 13.00	\$ 56,355.00	\$ 14.00	\$ 60,690.00	\$ 17.00	\$ 73,695.00	\$ 14.00	\$ 60,690.00
B223	CONDUIT PVC PRIMARY 2" DIAM-SNO PUD	259	LF	\$ 10.00	\$ 2,590.00	\$ 15.00	\$ 3,885.00	\$ 30.00	\$ 7,770.00	\$ 18.00	\$ 4,662.00	\$ 11.00	\$ 2,849.00	\$ 18.20	\$ 4,713.80
C300	MINOR CHANGE	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
C301	CONSTRUCTION SURVEYING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
C302	RECORD DRAWINGS - (MIN BID \$1500)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
C303	SPCC PLAN	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 0.01	\$ 0.01	\$ 2,800.00	\$ 2,800.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
C304	POTHOLING	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
C305	MOBILIZATION	1	LS	\$ 54,824.35	\$ 54,824.35	\$ 60,000.00	\$ 60,000.00	\$ 0.01	\$ 0.01	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00
C306	TRAFFIC CONTROL SUPERVISOR	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 0.01	\$ 0.01	\$ 28,000.00	\$ 28,000.00	\$ 32,000.00	\$ 32,000.00	\$ 26,000.00	\$ 26,000.00
C307	FLAGGERS	320	HOURL	\$ 55.00	\$ 17,600.00	\$ 60.00	\$ 19,200.00	\$ 61.80	\$ 19,776.00	\$ 56.00	\$ 17,920.00	\$ 62.00	\$ 19,840.00	\$ 62.50	\$ 20,000.00
C308	OTHER TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 0.01	\$ 0.01	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
C309	PEDESTRIAN TRAFFIC CONTROL	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 0.01	\$ 0.01	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
C310	UNFORESEEN PRIVATE PROPERTY INTERFACE ISSUES	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
C311	SHORING OR EXTRA EXCAVATION CL. B	15,700	SF	\$ 3.00	\$ 47,100.00	\$ 0.10	\$ 1,570.00	\$ 0.35	\$ 5,495.00	\$ 1.10	\$ 17,270.00	\$ 0.50	\$ 7,850.00	\$ 0.75	\$ 11,775.00
C312	ADJUST MANHOLE	3	EA	\$ 750.00	\$ 2,250.00	\$ 350.00	\$ 1,050.00	\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 1,800.00	\$ 1,000.00	\$ 3,000.00	\$ 750.00	\$ 2,250.00
C313	ABANDON EXISTING PIPE	105	CY	\$ 150.00	\$ 15,750.00	\$ 125.00	\$ 13,125.00	\$ 150.00	\$ 15,750.00	\$ 250.00	\$ 26,250.00	\$ 200.00	\$ 21,000.00	\$ 20.00	\$ 2,100.00
C314	ABANDON EXISTING MANHOLE	2	EA	\$ 850.00	\$ 1,700.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,250.00	\$ 2,500.00	\$ 955.00	\$ 1,910.00
C315	REMOVING MANHOLE	3	EA	\$ 1,250.00	\$ 3,750.00	\$ 425.00	\$ 1,275.00	\$ 750.00	\$ 2,250.00	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,350.00	\$ 4,050.00
C316	PLUGGING EXISTING PIPE	17	EA	\$ 400.00	\$ 6,800.00	\$ 450.00	\$ 7,650.00	\$ 250.00	\$ 4,250.00	\$ 700.00	\$ 11,900.00	\$ 600.00	\$ 10,200.00	\$ 392.00	\$ 6,664.00
C317	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	60	LF	\$ 85.00	\$ 5,100.00	\$ 45.00	\$ 2,700.00	\$ 150.00	\$ 9,000.00	\$ 240.00	\$ 14,400.00	\$ 104.00	\$ 6,240.00	\$ 106.00	\$ 6,360.00
C318	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	160	LF	\$ 100.00	\$ 16,000.00	\$ 70.00	\$ 11,200.00	\$ 133.00	\$ 21,280.00	\$ 245.00	\$ 39,200.00	\$ 104.00	\$ 16,640.00	\$ 118.00	\$ 18,880.00
C319	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	930	LF	\$ 135.00	\$ 125,550.00	\$ 94.00	\$ 87,420.00	\$ 106.00	\$ 98,580.00	\$ 200.00	\$ 186,000.00	\$ 102.00	\$ 94,860.00	\$ 155.00	\$ 144,150.00
C320	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIAM.	130	LF	\$ 165.00	\$ 21,450.00	\$ 275.00	\$ 35,750.00	\$ 245.00	\$ 31,850.00	\$ 305.00	\$ 39,650.00	\$ 280.00	\$ 36,400.00	\$ 284.00	\$ 34,320.00
C321	DUCTILE IRON PIPE FOR WATER MAIN 24 IN. DIAM.	480	LF	\$ 220.00	\$ 105,600.00	\$ 350.00	\$ 168,000.00	\$ 400.00	\$ 192,000.00	\$ 550.00	\$ 264,000.00	\$ 375.00	\$ 180,000.00	\$ 511.00	\$ 245,280.00
C322	HEAT TRACING SYSTEM	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 28,000.00	\$ 28,000.00	\$ 7,300.00	\$ 7,300.00
C323	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	1,434	TON	\$ 24.00	\$ 34,410.00	\$ 25.00	\$ 35,950.00	\$ 20.00	\$ 28,680.00	\$ 15.00	\$ 21,510.00	\$ 21.00	\$ 30,114.00	\$ 20.00	\$ 28,680.00
C324	CDF BACKFILL	145	CY	\$ 115.00	\$ 16,675.00	\$ 130.00	\$ 18,850.00	\$ 150.00	\$ 21,750.00	\$ 180.00	\$ 26,100.00	\$ 155.00	\$ 22,475.00	\$ 185.00	\$ 26,825.00
C325	DI PIPE TEST STATION	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 2,200.00	\$ 8,800.00	\$ 3,250.00	\$ 13,000.00	\$ 2,600.00	\$ 10,400.00	\$ 3,000.00	\$ 12,000.00	\$ 5,050.00	\$ 20,200.00
C326	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL	20	CY	\$ 120.00	\$ 2,400.00	\$ 18.00	\$ 360.00	\$ 60.00	\$ 1,200.00	\$ 125.00	\$ 2,500.00	\$ 88.00	\$ 1,760.00	\$ 140.00	\$ 2,800.00
C327	THIRD PARTY UTILITY INTERFACE	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
C328	GATE VALVE 8 IN.	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,400.00	\$ 4,200.00	\$ 1,950.00	\$ 5,850.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 2,470.00	\$ 7,410.00

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
C329	GATE VALVE 12 IN.	10	EA	\$ 1,800.00	\$ 18,000.00	\$ 2,500.00	\$ 25,000.00	\$ 3,360.00	\$ 33,600.00	\$ 2,200.00	\$ 22,000.00	\$ 2,300.00	\$ 23,000.00	\$ 6,400.00	\$ 64,000.00
C330	BUTTERFLY VALVE 24 IN.	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 8,800.00	\$ 8,800.00	\$ 12,007.50	\$ 12,007.50	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,220.00	\$ 10,220.00
C331	TAPPING SLEEVE AND VALVE ASSEMBLY 18 IN.	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 48,000.00	\$ 48,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,250.00	\$ 43,250.00
C332	COMBO AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN. DIAM.	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 4,000.00	\$ 8,000.00	\$ 6,800.00	\$ 13,600.00	\$ 3,200.00	\$ 6,400.00	\$ 3,300.00	\$ 6,600.00	\$ 5,220.00	\$ 10,440.00
C333	ADJUST VALVE BOX	5	EA	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 450.00	\$ 2,250.00	\$ 475.00	\$ 2,375.00
C334	VALVE EXTENSION	17	EA	\$ 200.00	\$ 3,400.00	\$ 250.00	\$ 4,250.00	\$ 292.00	\$ 4,964.00	\$ 1,000.00	\$ 17,000.00	\$ 330.00	\$ 5,610.00	\$ 185.00	\$ 3,145.00
C335	HYDRANT ASSEMBLY	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 6,000.00	\$ 18,000.00	\$ 5,550.00	\$ 16,650.00	\$ 6,400.00	\$ 19,200.00	\$ 5,500.00	\$ 16,500.00	\$ 7,135.00	\$ 21,405.00
C336	SERVICE CONNECTION 5/8 IN. DIAM. (WATER METER)	5	EA	\$ 5,000.00	\$ 25,000.00	\$ 1,300.00	\$ 6,500.00	\$ 2,550.00	\$ 12,750.00	\$ 2,100.00	\$ 10,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,850.00	\$ 9,250.00
C337	SERVICE CONNECTION 1 IN. DIAM. (WATER METER)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 1,750.00	\$ 3,500.00	\$ 2,920.00	\$ 5,840.00	\$ 2,400.00	\$ 4,800.00	\$ 2,750.00	\$ 5,500.00	\$ 2,470.00	\$ 4,940.00
C338	SERVICE CONNECTION 1-1/2 IN. DIAM. (DOUBLE WATER METER)	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,400.00	\$ 3,400.00	\$ 4,600.00	\$ 4,600.00	\$ 2,920.00	\$ 2,920.00
C339	TESTING SEWER PIPE	890	LF	\$ 3.00	\$ 2,670.00	\$ 7.00	\$ 6,230.00	\$ 4.00	\$ 3,560.00	\$ 11.00	\$ 9,790.00	\$ 7.00	\$ 6,230.00	\$ 7.30	\$ 6,497.00
C340	PVC SANITARY SEWER PIPE 6 IN. DIAM.	70	LF	\$ 50.00	\$ 3,500.00	\$ 35.00	\$ 2,450.00	\$ 70.00	\$ 4,900.00	\$ 100.00	\$ 7,000.00	\$ 62.00	\$ 4,340.00	\$ 72.00	\$ 5,040.00
C341	PVC SANITARY SEWER PIPE 18 IN. DIAM.	80	LF	\$ 90.00	\$ 7,200.00	\$ 94.00	\$ 7,520.00	\$ 95.50	\$ 7,640.00	\$ 130.00	\$ 10,400.00	\$ 100.00	\$ 8,000.00	\$ 129.00	\$ 10,320.00
C342	PVC SANITARY SEWER PIPE 24 IN. DIAM.	620	LF	\$ 110.00	\$ 68,200.00	\$ 210.00	\$ 130,200.00	\$ 115.00	\$ 71,300.00	\$ 90.00	\$ 55,800.00	\$ 150.00	\$ 93,000.00	\$ 241.50	\$ 149,730.00
C343	DUCTILE IRON SANITARY SEWER PIPE 24 IN. DIAM.	190	LF	\$ 220.00	\$ 41,800.00	\$ 600.00	\$ 114,000.00	\$ 655.00	\$ 124,450.00	\$ 850.00	\$ 161,500.00	\$ 650.00	\$ 123,500.00	\$ 859.50	\$ 163,305.00
C344	MANHOLE 72 IN. DIAM. TYPE 1 SANITARY SEWER	7	EA	\$ 7,500.00	\$ 52,500.00	\$ 12,500.00	\$ 87,500.00	\$ 9,406.50	\$ 65,845.50	\$ 7,500.00	\$ 52,500.00	\$ 6,600.00	\$ 46,200.00	\$ 7,640.00	\$ 53,480.00
C345	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM.	9	LF	\$ 300.00	\$ 2,700.00	\$ 450.00	\$ 4,050.00	\$ 236.50	\$ 2,128.50	\$ 135.00	\$ 1,215.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
C346	EROSION/WATER POLLUTION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
1	Construction Subtotal for Schedule "A"				\$ 9,131,053.45		\$ 10,334,868.00		\$ 10,736,983.11		\$ 10,888,001.50		\$ 11,710,341.50		\$ 11,933,528.50
2	Construction Subtotal for Schedule "B"				\$ 333,342.45		\$ 297,060.00		\$ 260,214.06		\$ 566,327.00		\$ 406,124.00		\$ 391,543.80
3	Sales Tax Schedule "B"			9.30%	\$ 31,000.85	9.30%	\$ 27,626.58	9.30%	\$ 24,199.91	9.30%	\$ 52,668.41	9.30%	\$ 37,769.53	9.30%	\$ 36,413.57
4	Construction Subtotal for Schedule "B" w/Tax				\$ 364,343.30		\$ 324,686.58		\$ 284,413.97		\$ 618,995.41		\$ 443,893.53		\$ 427,957.37
5	Construction Subtotal for Schedule "C"				\$ 838,029.35		\$ 1,014,500.00		\$ 958,446.55		\$ 1,302,005.00		\$ 1,096,909.00		\$ 1,367,471.00
6	Sales Tax Schedule "C"			9.30%	\$ 77,936.73	9.30%	\$ 94,348.50	9.30%	\$ 89,135.53	9.30%	\$ 121,086.47	9.30%	\$ 102,012.54	9.30%	\$ 129,034.80
7	Construction Subtotal for Schedule "C" w/Tax				\$ 915,966.08		\$ 1,108,848.50		\$ 1,047,582.08		\$ 1,423,091.47		\$ 1,198,921.54		\$ 1,516,505.80
<b>TOTAL</b>					\$ 10,411,362.83		\$ 11,768,403.08		\$ 12,068,979.16		\$ 12,930,088.38		\$ 13,353,156.57		\$ 13,877,991.68



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (notwithstanding math corrections made, as noted by highlighted entries)



*Update*  
*Index #7*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: December 9<sup>th</sup>, 2019**

<b>AGENDA ITEM:</b>	
Contract Award: Marysville Civic Center Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Bryan Milligan, Project Manager	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Certified Bid Tabulation	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31400018.562000.1837	\$50,026,063.50
<b>SUMMARY:</b>	

This contract will encompass the construction of the Civic Center on City owned properties, along Delta Ave., between 5<sup>th</sup> and 8<sup>th</sup> Streets. This project consists of a new 80,369 square foot building that will include the police department, courts and a four story shelled-in city hall. The project will also include an adjacent 20,848 square foot jail building connected by a sally port. Additional improvements will include a new parking lot and street improvements to 5<sup>th</sup>, 8<sup>th</sup>, and Delta Ave., including a decorative woonerf, landscaping and street lighting. All site civil work is covered in the contract including piles, utility extensions and connections. Completion of this project will consolidate the City's departments into an updated, modern Civic Center, allowing the City to better serve the community. Located in the heart of the City's downtown, this project will provide added inspiration to revitalize this district.

Bids were received on November 5, 2019, and publicly read aloud for the "Marysville Civic Center Project." A total of five (5) bids were received, ranging from \$43,590,000.00 to \$56,500,000.00 not including Washington State Sales Tax. City Staff, as well as the City's Consultants, have checked the references listed for the apparent low, responsive bidder, Lydig Construction Inc., and received satisfactory comments,

Contract Bid:	\$ 43,590,000.00
Sales Tax @ 9.3%	\$ 4,053,870.00
Management Reserve @ 5%	<u>\$ 2,382,193.50</u>
Total Allocation:	<b>\$ 50,026,063.50</b>

**RECOMMENDED ACTION:**

Staff recommends that the Council authorize the Mayor to sign and execute the Marysville Civic Center Project contract with Lydig Construction, Inc. in the amount of \$47,643,870.00 including Washington State Sales Tax and approve a management reserve of \$2,382,193.50, for a total allocation of \$50,026,063.50.

**RECOMMENDED MOTION:**

I move to execute the Marysville Civic Center Project Contract.



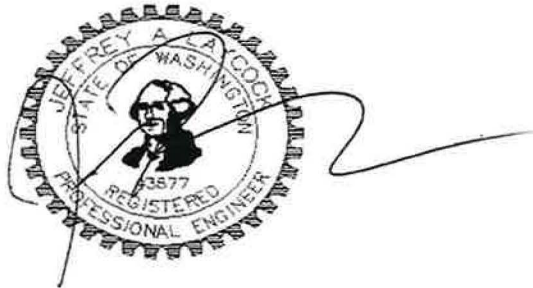
MARYSVILLE CIVIC CENTER

Certified Bid Tab

11/15/2019

Section Item	Description	Quantity	Engineers Estimate Total Price	Forma Construction Co. Total Price	Allied Construction Assoc. Total Price	Spee West Construction Co. Total Price	Tiger Construction Ltd. Total Price	Lydig Construction Inc. Total Price
1	BASE BID "A"	1	\$ 31,650,000.00	\$43,854,000.00	\$37,970,000.00	\$37,100,000.00	\$47,900,000.00	\$36,490,000.00
2	BASE BID "B"	1	\$ 42,240,000.00	\$51,079,000.00	\$44,964,000.00	\$44,030,000.00	\$56,500,000.00	\$43,590,000.00

Apparent Low Bid



## PUBLIC WORKS CONTRACT

**THIS PUBLIC WORKS CONTRACT** (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Lydig Construction, Inc., a corporation, organized under the laws of the State of Washington, located and doing business at 3180 139<sup>th</sup> AVE SE, Suite 110, Bellevue, WA 98005, (the “Contractor”).

WITNESSETH:

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

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

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

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

**Marysville Civic Center Project**

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

- A. This Contract;
- B. The Construction Agreement Between Owner and Contractor; (The Agreement)  
The Invitation to Bid, Instruction to Bidders;
- C. The Conditions of the Construction Agreement Between Owner and Contractor;  
(General Conditions)
- D.
- E.
- F.
- G.
- H. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within seven hundred twenty (720) calendar days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated as provided in Section 00 05 00-4 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is forty seven million, six hundred forty three thousand, eight hundred seventy dollars (\$47,643,870.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated November 5<sup>th</sup>, 2019. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
  - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
  - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract



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

\_\_\_\_\_ (City initials)                      \_\_\_\_\_ (Contractor initials)

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

**VI. CONTRACT ADMINISTRATION.**

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

Contractor:  
Lydig Construction, Inc.  
\_\_\_\_\_  
3180 139<sup>th</sup> AVE SE, Suite 110,  
Bellevue, WA 98005

City:  
City of Marysville  
Public Works – Attn: Bryan Milligan  
80 Columbia Ave  
Marysville, WA 98270

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

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

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

CITY OF MARYSVILLE

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

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

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

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

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

Attested/Authenticated:

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

Approved as to form:

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

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

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

The City of Marysville, Washington (the "City"), has awarded to Lydig Construction, Inc. (the "Principal"), a contract for the construction of the project designated as \_\_\_\_\_ Marysville Civic Center Project, Project No. 18-1051, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

Principal

Surety

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

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

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

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

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

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

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

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

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

The City of Marysville, Washington (the "City"), has awarded to Lydig Construction, Inc. (the "Principal"), a contract for the construction of the project designated as Marysville Civic Center Project, Project No. 18-1051, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

Principal		Surety	
_____	_____	_____	_____
Principal Signature	Date	Surety Signature	Date
Printed Name: _____		Printed Name: _____	
Title: _____		Title: _____	
Name, address, and telephone number of local office/agent of Surety is:			

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

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

Select one:

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

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

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

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

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

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

Contractor

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

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

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

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

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

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

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

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

\_\_\_\_\_

**Bank**

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

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

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

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

\_\_\_\_\_

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

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



<b>Project</b>	Marysville Civic Center Project
<b>Contractor</b>	Lydig Construction, Inc.
<b>Bank</b>	

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

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

**RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

## **10. Definitions**

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

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

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

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

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

"*Contractor*" shall mean the undersigned contractor.

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

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

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

**11. Miscellaneous.**

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

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

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

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

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

## EXHIBIT A

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

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

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

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

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

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

## RETAINAGE BOND

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

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

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

Project Name: Marysville Civic Center Project

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

And,

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

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

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

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

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change

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

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

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

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

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

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

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

Principal

Surety

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

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

ACCEPTED  
CITY OF MARYSVILLE

Approved as to Form

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

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

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

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



# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 2, 2019**

AGENDA ITEM: Ordinance amending Chapter 7.08 MMC	
PREPARED BY: John Nield, Financial Operations Manager & JR Myers Solid Waste/Support Services Supervisor	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Draft Ordinance	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

To update Section 7.08 of the Marysville Municipal Code relating to sanitation as follows:

Section 7.08.031 adding language to allow for a monthly rate for a 2<sup>nd</sup> residential recycling cart.

MMC 7.08.060 updating where excess refuse tags are available for purchase and removing outdated solid waste cart sizes.

MMC 7.08.065 adding language to provide a safer access option for collection by allowing for the exchange of a dumpster with totters and billed at the dumpster rate when it is determined by the Public Works Director or designee.

MMC 7.08.090 adding language to acknowledge once a month collection of refuse.

MMC 7.08.115 providing consistent eligibility language with other City provided-utilities for low income senior citizen and low income disabled citizen.

**RECOMMENDED ACTION:** Staff recommends that City Council adopt an Ordinance of the City of Marysville Amending Chapter 7.08 of the Marysville Municipal Code.

**RECOMMENDED MOTION:** I move to approve Ordinance No. \_\_\_\_\_ amending Chapter 7.08 of the Marysville Municipal Code.



CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 7.08 OF THE MUNICIPAL CODE.**

WHEREAS, Chapter 7.08 MMC regulates the removal, collection, and disposal of garbage; and

WHEREAS, certain commercial establishments have dumpsters positioned at locations that are difficult to access, and access could result in property damage to the City or the property owner; and

WHEREAS, providing solid waste collection services through the use of wheeled residential containers would alleviate safety concerns at these commercial establishments; and

WHEREAS, there is currently not an option in the municipal code for residential customers to utilize a second recycling container; and

WHEREAS, changes in conditions in the City and changes to the municipal code have rendered certain provisions of Chapter 7.08 to be outdated; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, past amendments to the municipal code have resulted in provisions which are not consistent; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Section 7.08.031 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 7.08.060 of the municipal code is amended as set forth in Exhibit B.

SECTION 3. Section 7.08.065 of the municipal code is amended as set forth in Exhibit C.

SECTION 4. Section 7.08.090 of the municipal code is amended as set forth in Exhibit D.

SECTION 5. Section 7.08.115 of the municipal code is amended as set forth in Exhibit E.

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 error 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 \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

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

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

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

## EXHIBIT A

**7.08.031 Compulsory recyclable collection service.**

---

(1) The owner and occupant of all residential premises within the city shall be required to use the curbside collection service for recyclable refuse provided by the city's contractor, and shall be required to comply with all regulations and rate schedules relating to the same as specified in this chapter; provided, that this section shall not apply to properties which are located in newly annexed areas of the city temporarily covered by a franchise granted by the city to a private disposal company.

(2) Customers have the option to utilize a second recyclable refuse container for curbside collection, and will be charged a monthly collection charge of \$4.79 for the additional container.

## EXHIBIT B

### **7.08.060 Receptacles required – Specifications and use.**

---

(1) It shall be the duty of every person who owns, occupies or controls any dwelling unit, business premises, manufacturing establishment, school, church or other place where garbage and refuse is created or accumulated, to at all times keep or cause to be kept portable containers for the deposit therein of garbage and refuse, and to deposit or cause to be deposited the same therein. In the case of rental units it shall be the responsibility of the owner of the premises to supply the tenants with garbage containers meeting the specifications of this section.

(2) All garbage containers issued by the city shall remain the property of the city.

(3) All garbage containers shall be watertight and shall be kept in a sanitary condition with the outsides thereof clean and free from accumulated grease and decomposing material.

(4) "Excess refuse" must be either in a container that is watertight, of not more than 30-gallon capacity, having two handles at the sides thereof and tight-fitting lids not exceeding 60 pounds in weight when loaded, with a prepaid excess refuse tag attached; or in a heavy-duty 30-gallon garbage bag with the opening adequately secured shut and a prepaid excess refuse tag affixed thereto. The bag must be able to be picked up by the top without loss of contents. Refuse in boxes, paper bags or small grocery bags will not be accepted. Excess refuse without a prepaid tag attached will not be picked up.

"Excess refuse" tags will be available for customers to purchase at the City Hall and at the [Public Works Building Jennings Park Office](#). The city may also arrange for certain retail stores within the corporate limits of the city to sell tags.

(5) Upon request, bulk containers for garbage and refuse will be supplied by the city. Such containers shall be located on concrete pads constructed at grade level to the following specifications:

- (a) For bulk containers one to two yards in size the pads shall be five feet by eight feet.
- (b) For bulk containers three to six yards in size the pads shall be eight feet by eight feet.
- (c) For bulk containers eight yards in size the pads shall be eleven feet by eleven feet.

(6) Bulk containers shall be located so that they are accessible to garbage trucks or may be rolled out on a hard surface. Any roll-out in excess of 20 feet shall be charged an extra fee pursuant to the rate schedule.

(7) Exemptions to required use of city-owned carts (~~20, 35, 65, 90-gallon~~) shall be considered on a case-by-case basis. The customer shall be required to provide the city with justification of substantial hardship if the city were to impose the required use of city-owned carts. Final determination shall be at the discretion of the city.

(8) The user of any city-owned container shall exercise reasonable care of the same. Repairs or cleaning which are necessitated by reason of neglect or abuse shall be charged to the user. The user shall be responsible to notify the utility department if container repairs are needed. Failure to do so may be considered as abuse.

## EXHIBIT C

### **7.08.065 Accessibility of containers.**

---

(1) Within but no sooner than 24 hours of the time of collection, it shall be the duty of each garbage customer to place all garbage containers, excess garbage containers, recycling carts and yard waste collection carts in an accessible place abutting the street or alley used by the city garbage trucks to service the subject property.

(a) The garbage containers, excess garbage containers, and carts shall be situated at the edge of the public right-of-way, or at the curblin if such exists.

(b) Place all carts with lids opening toward roadway.

(c) Maintain at least two feet of clearance between each cart, can, or container.

(2) Arrangements may be made for special collection sites for handicapped persons, multiple-family complexes, and commercial and industrial customers. Special collection procedures that involve “additional” or “extra” service may be charged for such service per MMC [7.08.120](#), Special services performed by city – Owner’s cost.

(3) On the day of collection, garbage containers or other receptacles shall be removed by the customer from inaccessible places or underground storage. In the event that any garbage container or other receptacle is inaccessible to the collector, the city shall refuse collection service. Such refusal shall not relieve the customer of the obligation to pay the regular service fee. If the customer wishes to schedule the garbage container or other receptacle to be emptied which was refused service because of inaccessibility, the customer shall be billed an amount equal to an extra pick-up commensurate with their current level of service, as noted in MMC [7.08.110](#), Rate schedule. This does not relieve the customer of the obligation to pay the regular service fee.

(4) On the day of collection, after the garbage is collected it shall be the duty of each garbage customer to remove all garbage containers from the accessible place abutting the street or alley as referenced in subsection (1) of this section. Any container not so removed within two business days may be removed by the utility, and a fee will be charged to redeliver the container. (Ord. 2765 § 1, 2009; Ord. 2540 § 1, 2004; Ord. 1849 § 3, 1991; Ord. 1822 § 10, 1991; Ord. 1253 § 1, 1982; Ord. 616 § 2, 1968).

(5) If the Public Works Director or his or her designee determines that service to a commercial dumpster meets all of the conditions below, service can be provided via (2) 96-gallon totters for each cubic yard of dumpster space at the cubic yard dumpster rate.

(a) It is unsafe for the sanitation truck driver to access to the dumpster or accessing the dumpster could result in property damage.

- (b) The dumpster cannot be relocated on the customer's property in a manner that allows safe and easy access.

## EXHIBIT D

### **7.08.090 Frequency of collection.**

---

The garbage and refuse department shall collect, remove and dispose of all garbage and refuse in the residential section of the city at least once each week (except for those residences with monthly garbage collection service), and at least once a day, if required, in the business section of the city and from all business houses in the city and from schools.



## EXHIBIT E

**7.08.115 Eligibility for senior citizen rate. Rate Relief.**

~~The occupant of a single-family dwelling unit or duplex in the city of Marysville shall be eligible for the senior citizen garbage and refuse collection rate under the following conditions:~~

~~(1) The dwelling unit must be occupied by the person claiming eligibility as his or her principal place of residence.~~

~~(2) The person claiming the rate must be the head of the household for the dwelling unit in question.~~

~~(3) The garbage account must be in the name of the person claiming eligibility.~~

~~(4) No person may claim a senior citizen garbage and refuse collection rate for more than one dwelling unit during the same period.~~

~~(5) The person claiming eligibility for the senior citizen rate must qualify in one of the following categories:~~

~~(a) Low-Income Senior Citizen. "Low-income senior citizen" means a person who is 62 years of age or older and whose total income, including that of his or her spouse or cotenant, does not exceed the amount specified in RCW 84.36.381(5)(b), as now or hereafter amended.~~

~~(b) Low-Income Disabled Citizen. "Low-income disabled citizen" means:~~

~~(i) A person qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f);~~

~~(ii) A blind person as defined in RCW 74.18.020; or~~

~~(iii) A disabled, handicapped or incapacitated person as defined under any other existing state or federal program and whose income, including that of his or her spouse or cotenant, does not exceed the amount specified in RCW 70.164.020(4).~~


~~(6) Claims for low-income senior citizen or low-income disabled citizen garbage and refuse collection rates shall be made annually and filed on or before March 1st of each year. Claims shall be filed on forms prescribed and furnished by the city clerk. Said forms shall require the claimant to certify his or her eligibility under this chapter. The city clerk is authorized to require documentation of eligibility when necessary. Low-income senior citizens and low-income disabled persons may be eligible for rate relief pursuant to Chapter 3.63 MMC.~~

# *Index #15*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b> Memorandum of Understanding – City of Marysville and Port of Everett	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Jeff Thomas, Community Development Director	<b>APPROVED BY:</b> 	
<b>ATTACHMENT:</b> 1. Memorandum of Understanding	<b>MAYOR</b>	<b>CAO</b>
	<b>AMOUNT:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The Port of Everett (POE) has expressed an interest in entering into a Memorandum of Understanding (MOU) with the City of Marysville to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general. POE has expressed a similar interest to the City of Arlington and anticipates entering into a MOU with that city by the end of 2019.

The MOU proposes the jurisdictions collaborate and strategize in key economic development areas including implementation of the CIC, evaluation of partnership opportunities in key growth industries as well as evaluation of POE boundary expansion to the CIC. The MOU is non-binding and would be effective until August 31, 2021 unless terminated earlier by one of the parties.

Without a MOU or any other agreement in place to date, the POE has been an active participant in the promotion of the CIC, the recruitment of potential employers to the CIC and an advocate for economic development in Marysville. The MOU will assist in formalizing these ongoing collaborative interests and efforts with the POE while serving as a foundation to explore other partnerships and opportunities in the future.

<p><b>RECOMMENDED ACTION:</b></p> <p>Authorize the Mayor to sign the Memorandum of Understanding.</p> <p><b>RECOMMENDED MOTION:</b></p> <p>I move to authorize the Mayor to sign the Memorandum of Understanding to enter into agreement with the Port of Everett to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center and the City in general.</p>
<p><b>COUNCIL ACTION:</b></p>

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“*Memorandum*”) is made as of \_\_\_\_\_, 2019 by the undersigned parties (each a “*Party*” and together the “*Parties*”).

WHEREAS, City of Marysville, a Washington municipal corporation (the “*City*”), and Port of Everett, a Washington port district (the “*POE*”) work together and have ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general; and

WHEREAS, this Memorandum expresses the intention of the Parties to continue to work together to formalize these ongoing collaborative interests and efforts as well as explore other partnerships and opportunities in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties will work together on collaborative interests and efforts including:
  - (a) Implementation of the CIC through supporting employer recruitment to the Cascade Industrial Center including assessment, financial consulting, and outreach;
  - (b) Evaluation of entering into a partnership agreement or lease regarding the CIC for job development;
  - (c) Evaluation of partnership opportunities in key growth industries including partnership with Washington State University to establish an incubator for the food processing and seafood industries and a partnership to establish a center of excellence in robotics and/or other advanced technology industries;
  - (d) Evaluation of expanding the boundary of the POE’s district to include all or portions of the CIC; and
  - (e) Consideration of other interests and efforts deemed to provide economic development benefits to the City, the POE and Snohomish County.
2. This Memorandum shall be effective until August 31, 2021 unless sooner terminated as provided below in Section 4.
3. Neither Party will be obligated to incur any third-party costs and liabilities in performing the activities anticipated under this Memorandum. Both Parties shall incur all costs and liabilities of their own employees. The Memorandum is not intended to create any third-party benefit unless specifically agreed to in writing by the Parties.
4. Either Party may terminate this Memorandum prior to the expiration date by providing written notice to the other Party.

5. The terms as outlined herein are agreed to by both parties. This Memorandum is non-binding.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

**Port of Everett,**  
a Washington port district

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Marysville,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: Jon Nehring  
Title: Mayor \_\_\_\_\_

# *Index #16*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Interlocal Agreement between Snohomish County and the City of Marysville regarding Law Enforcement Embedded Social Worker	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman, Interim Chief	
<b>DEPARTMENT:</b>	
Police Department	
<b>ATTACHMENTS:</b>	
Interlocal Agreement Between Snohomish County and the City of Marysville	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00104 840.551000	Estimated Annually - \$158,420.72 (2020) / 167,182.08 (2021)
<b>SUMMARY:</b>	

The attached Interlocal Agreement between Snohomish County Human Services and the City of Marysville provides the administrative framework to a program deemed, “Law Enforcement Embedded Social Worker”.

This partnership with the Marysville Police Department encompasses Snohomish County Human Services Department, Snohomish County Sheriff’s Office and the Arlington Police Department.

The collaboration between Social Services and Law Enforcement provides an alternative to typical police responses for our population suffering from mental illness, homelessness, and/or addictions through a deliberate social service intervention.

This new attached Interlocal Agreement increases the City of Marysville’s funding obligations from 50% to 100% of the assigned social worker’s salary and benefits, currently Rochelle Long, from January 1, 2020 through December 31, 2021.

Additionally, this ILA allows the assigned social worker to concentrate 100% of their working schedule within the city of Marysville. The Social Worker will still be employed by the Snohomish County Human Services Department which allows the City of Marysville access to all pertinent Snohomish County social services programs and benefits.

**RECOMMENDED ACTION: Staff Recommends that City Council authorized the Mayor to approve and sign the Interlocal Agreement between Snohomish County and the City of Marysville for the increased “Embedded Social Worker” Funding.**

## INTERLOCAL AGREEMENT

### BETWEEN

**SNOHOMISH COUNTY**

### AND

**CITY OF MARYSVILLE**

### REGARDING

### LAW ENFORCEMENT EMBEDDED SOCIAL WORKER

This INTERLOCAL AGREEMENT (the “ILA” or “Agreement”) is entered into between SNOHOMISH COUNTY, hereinafter “the County” and the CITY OF MARYSVILLE, hereinafter “the City”, a municipal corporation, pursuant to Chapter 39.34 RCW. The County and the City (collectively, “the Parties”) hereby agree as follows:

#### **I. PURPOSE**

- A. The purpose of this Agreement is to set forth the duties between the County and the City of Marysville with regard to a program that embeds a County social worker with the City of Marysville Police Department (MPD), to be known as the Law Enforcement Embedded Social Worker (“LEESW”). The goal of the LEESW program is to provide an alternative police response to those people with social service needs within and/or directly impacting the City of Marysville. By sharing work space with a social service worker at MPD, partnerships will be created between MPD and the social service agencies in the region. The LEESW will provide assistance with police response to those in the community who are homeless and have needs related to mental illness, alcohol and drug addiction, veteran status, housing, medical, concerns and/or financial needs. This program aims to bridge gaps between law enforcement response and the social needs of people in the community so that people are more likely to get the help and support they need, and less likely to be repeatedly contacted and/or incarcerated. This program aims to allow officers to focus on other criminal issues within the City of Marysville. This program will focus on the people most in need and will provide them with the resources that will help improve their quality of life.
- B. Both Parties agree to work collaboratively to comply with the intent of this Agreement. Activities by MPD and LEESW will include, but not be limited to, the identification, assessment, and referral of homeless adults with behavioral and/or other health issues to available services in the community based on an individualized assessment of the needs of each person.



## II. OBJECTIVE AND STRATEGIES

The Parties mutually acknowledge the following objectives and strategies with respect to this Agreement:

- A. Establish better coordination and partnerships between social services providers and law enforcement.
- B. Improve response and provide better follow-up with the chronically homeless and frequent utilizers of social services and emergency services.
- C. Reduce the draw on law enforcement resources.
- D. Maintain data on how the LEESW program is affecting those with social service needs in the region.
- E. Engage, motivate, and support individuals in accessing services and making positive life changes.
- F. Strategies used by the LEESW to achieve these objectives may include without limitation:
  - 1. Providing outreach, engagement and liaison support to those people that are encountered by law enforcement on a reoccurring basis.
  - 2. Providing training to law enforcement on social service resources.
  - 3. Developing a procedure for identifying and screening people with social service needs.
  - 4. Developing a network of working relationships with: the Triage Center, voluntary teams, Snohomish County Jail, Withdrawal Management providers, emergency housing providers and other social service providers.
  - 5. Follow-up with identified individuals in an effort to bridge gaps between police contacts and social services.

## III. ADMINISTRATOR; NOTICE; POINTS OF CONTACT

- A. The MPD Chief of Police shall serve as the Administrator of this Agreement.
- B. Official notices to each of the Parties, respectively, shall be provided to the individual Points of Contact designated below:

To the City:  
 Jeffrey Goldman  
 Interim Chief of Police  
 Marysville Police Department

To the County:  
 Anji Jorstad  
 Behavioral Health Supervisor  
 Snohomish County Human Services

#### **IV. REFERRAL PROCESS**

The Parties will work collaboratively to establish a process for referral of individuals into the program established under this Agreement. This includes without limitation eligibility assessments by County staff. Individuals without a demonstrable behavioral health issue may be referred for alternative services according to individual need and service availability.

#### **V. GEOGRAPHICAL LOCATION**

In performing services under this Agreement, the LEESW will focus primarily within the jurisdiction of the City but may also from time to time assist with outreach in areas that have an immediate nexus to and impact upon the City.

#### **VI. COMMITMENT OF RESOURCES**

A. The City agrees to commit the following resources to the program established under this Agreement:

1. The total cost of employing one 1.0 FTE embedded social worker—provided to the County as outlined in Article XIV of this Agreement;
2. Reasonable access to work stations within the City for the LEESW;
3. Subject to reasonable availability and City-determined prioritization, Law Enforcement dedicated resources to support the objectives of this program—primarily through the MPD's Deputy Chief of Police and patrol division;
4. Utilization of crime analysis data, on an as-needed basis, for evaluation of crime trends associated with chronic utilizers of police services;
5. Training for the LEESW, as reasonably appropriate and available; and
6. Other equipment including personal protective equipment (PPE) determined appropriate by the MPD.

B. The County agrees to commit the following resources to the project established under this Agreement:

1. One social worker (LEESW) who will be embedded full-time (1.0 FTE) at the MPD;
2. Coordination of funding to cover the program costs as provided in Article XIV of this Agreement;
3. Supervision and training for the LEESW;
4. Except as expressly provided in this Agreement, all necessary equipment, tools and materials for the LEESW to perform his/her duties, including:
  - a. Snohomish County Human Services identification;
  - b. Clothing that is necessary for outdoor working conditions, not to exceed \$250 annually;
  - c. Vehicles and/or other transportation means necessary for the LEESW to perform his/her duties hereunder, to include mileage reimbursement for use of personal vehicle during work hours; and
  - d. Other equipment determined necessary and mutually agreed upon by the Parties.
5. The Parties jointly agree to commit use of facilities, i.e., phones, furniture, copy machines, fax as reasonably available. Provided, that resource allocation shall be determined jointly on an ongoing basis with reasonable and good faith consideration afforded to the Parties' respective budgets and workload constraints.

## **VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE**

- A. The Outreach Team's designated team leader shall generally oversee the day-to-day operations of the program which shall include the LEESW as a member. However, team members, specifically including without limitation the LEESW, will remain formally under the supervision of their respective agencies and their supervisors in their respective agencies.
- B. The Parties will communicate regularly to review operations and discuss any needed project adjustments.
- C. Each team member shall be responsible for complying with their respective agency's policies and procedures.
- D. Neither the LEESW nor the MPD police officers are agents of the other party, respectively, neither shall act as the agent of the other.

- E. The LEESW shall be and remain a County employee at all times relevant to this Agreement. Without limitation of the foregoing, no employment relationship shall be created under this Agreement between the City and the LEESW and/or any other employee of the County, or between the County and any employee of the City. The City shall not be liable for, nor obligated to pay to the County, or any employee of the County, specifically including without limitation the LEESW, compensation, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to LEESW which may arise as an incident of the LEESW performing services hereunder. Without limitation of the foregoing, the City shall not be obligated to pay industrial insurance for the services rendered by the LEESW.
- F. The County shall procure and maintain at all times relevant to this Agreement liability insurance coverage for the LEESW and any vehicle used by the LEESW in performing services under this Agreement in the same manner and in the same coverage amounts as provided for other County employees.

### **VIII. STANDARD OPERATING PROCEDURES**

The following operating procedures may be supplemented in writing or by practice. The following is not intended to be an exclusive or exhaustive set of policies and procedures.

- A. Hours of Operation: Hours of operation for the LEESW will be determined and agreed upon by the Parties.
- B. Information Sharing: To the extent allowed by law, the LEESW shall share information about his/her activities under this Agreement with the MPD. The LEESW shall upon the City's request participate in administrative hearings, including without limitation hearings concerning officer discipline, related to activities the LEESW may witness in performing his/her duties under this Agreement. The LEESW shall assist MPD officers upon the City's request by providing written statements and will testify in court proceedings as required. MPD officers shall reasonably cooperate with the LEESW by providing incident reports, statements, and offender photos as allowed by law. Any release of records or other information shall comply with MPD and Snohomish County policies related to confidentiality, as well as applicable state and federal law.
- C. Community Contact: The LEESW shall engage and communicate with the Marysville community, this includes but is not limited to providing outreach, approved presentations to community groups and training.

### **IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES**

The LEESW and law enforcement shall work as a team to provide the following services:

- A. Provide outreach to homeless individuals who are living in encampments, tents, vehicles, abandoned buildings or other places not meant for human habitation;
- B. Provide outreach via phone to individuals self-referring for services who are homeless and struggling with behavioral health issues;
- C. Provide outreach to limited and designated community partners after case consultation has occurred, including but not limited to law enforcement, behavioral health treatment and other social service partners;
- D. Meet with above identified individuals to discuss program goals, which include but are not limited to:
  - 1. Pursuit of and enrollment in substance use disorder treatment;
  - 2. Pursuit of and enrollment in mental health treatment;
  - 3. Exploration of and securing available safe and affordable housing resources; and
  - 4. Identification of other needs and resources available, including but not limited to medical issues, education and employment goals, family unification/reunification, procurement of identification, enrollment in medical benefits, procurement of mainstream benefits such as Housing and Essential Needs (HEN), Aged, Blind and Disabled Medicaid (ABD) and Supplemental Security Income (SSI).
- E. The LEESW shall work with individuals to develop a plan to meet the agreed upon goals. The plan may include but is not limited to:
  - 1. Facilitation of entry into the Snohomish County Diversion Center (DC);
  - 2. Facilitation of entry into a licensed withdrawal management facility;
  - 3. Facilitation of entry into inpatient or outpatient SUD or MH treatment;
  - 4. Working with area treatment centers to facilitate assessment and authorization for treatment;
  - 5. Assisting to procure identification;
  - 6. Assisting with enrollment into a medical benefit system;

7. Assisting with enrollment into the Coordinated Entry homeless housing system;
  8. Orienting individuals to the services provided via the Carnegie Resource Center;
  9. Coordinating transportation to assessments, treatment and other appointments in collaboration with the DC if that is their current residence; and
  10. Assisting to establish a medical provider.
- F. The LEESW shall continue to work with the individual once treatment services begin. This shall include:
1. Assisting in securing time-limited housing through the Human Services' Behavioral Health Divisions' Rapid Rehousing program as funding allows.
  2. Discussing a plan for developing housing self-sufficiency to include increasing individuals income,
  3. Maintaining contact with the individual and landlord to address issues as they arise, and
  4. Providing a warm handoff to outpatient treatment agency and ensure release of information forms are signed to enable care coordination.
- G. The LEESW shall be responsible for documenting all contacts in the Behavioral Health database within seventy-two (72) hours of contact. This shall include:
1. Accurate demographics;
  2. Time spent with each individual receiving services;
  3. Accurate outcomes recorded;
  4. Notes regarding encounters and planning activity;
  5. Incident documentation; and
  6. Data for each month shall be completed no later than the first Monday of the month following the service month.

- H. The LEESW shall attend designated community meetings and presentations that add value to the program. Any community meetings or presentations shall be vetted through the County Behavioral Health Supervisor prior to making a commitment to attend or present. These shall be no more than ten percent of the Embedded Social Worker's time.
- I. The LEESW shall ensure that social contacts made with individuals in need of social services include appropriate referrals based on indicated need and follow-up if necessary.
- J. The LEESW shall ensure that arrested individuals who are referred to the LEESW in lieu of booking are provided with appropriate referrals based in indicated need and follow-up to ensure the individual has utilized the resources provided.
- K. The LEESW shall ensure that arrested and booked individuals who are referred to the LEESW are provided assistance in accessing needed treatment services. The LEESW shall work with the prosecuting attorney and/or jail transitional services to help determine the conditions of sentencing and/or release that will motivate the individual to seek needed services.

#### **X. ROLES AND RESPONSIBILITIES DURING CONTACT**

- A. The LEESW shall make contact with people in need of social services both in the field and at their assigned duty station or business office. The LEESW shall conduct outreach as deemed necessary and interact with individuals with varying degrees of mental health problems, substance use disorder issues, housing needs, and other service needs.
- B. The LEESW shall ensure that the Outreach Team's designated team leader or his/her designee determines if contacted individuals who have warrants are to be booked based upon the MPD's discretionary judgment as to what approach will be in the best interest of the person and the community.
- C. The LEESW shall not be expected to conduct criminal interviews and is not acting as an agent of the MPD during outreach in the community. However, if the LEESW is subpoenaed as a result of his/her coordinated effort with MPD, the LEESW shall appear and testify.

#### **XI. STATISTICS AND EVALUATION**

- A. The LEESW program established under this Agreement will be funded through December 31, 2021, subject to appropriation, and then evaluated by the Parties for efficiency and impact.

- B. The LEESW shall maintain a log and record statistics on his/her work with MPD which can be evaluated on a regular basis. Those statistics may be used to map any trends in the target demographic. The results of the evaluation shall be forwarded to each party for review.
- C. Measures for the above-referenced evaluation may include, without limitation, the following:
1. Number of contacts: Include date, time, name, date of birth, contact address, home address (if applicable), stop reason, want/warrant status;;
  2. MPD charge/case number (if applicable);
  3. Amount of hours the LEESW spent on outreach;
  4. OT or regular duty;
  5. Name of officers involved in outreach;
  6. Name of any social service groups involved in outreach;
  7. Result of contact: i.e., referral, placement, refusal, etc.;
  8. Underlying issue: mental health, substance abuse, financial issues, etc.;
  9. Training conducted;
  10. Meetings attended; and
  11. Other relevant measurements

## **XII. INDEMNIFICATION & HOLD HARMLESS**

Each party shall protect, save harmless, indemnify and defend the other party, its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third Parties or employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the first party in performance of this Agreement by itself, its elected or appointed officials, officers, employees or agents, except to the extent such loss or claim is attributable to the negligence or willful misconduct of the second party, its elected officials, officers, employees or agents.



To the extent that a loss or claim hereunder arises out of the joint or concurrent negligence of both Parties, the Parties' respective liabilities shall be as provided by the laws of the State of Washington.

Each party's waiver of immunity under Title 51 RCW above, made solely for the purposes of this indemnification, has been mutually negotiated by the Parties.

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

### **XIII. TERM; TERMINATION**

This Agreement shall be effective upon either 1) recording of the Agreement with the Snohomish County Auditor or 2) posting on each agency's web site and shall continue in effect until December 31, 2021 unless terminated as provided herein or mutually extended by written agreement of the Parties. Either party may terminate this Agreement with or without cause by providing the other party with at least thirty (30) days written notice. Termination of the Agreement will not result in a refund of payments previously remitted for that calendar year.

#### XIV. LEESW PROGRAM COSTS

<b>Annual Costs for LEESW ( 1.0 FTE)</b>	
Salary*	\$ 70,141.68
Benefits**	\$ 32,966.59
Total	\$ 103,108.27
Supplies***	\$ 750.00
Indirect/FTE ^	\$ 24,856.21
Admin	\$ 23,757.93
Leave Coverage	\$ 5,948.32
Total Cost/FTE	<b>\$ \$158,420.72</b>

\*Based on a full-time Mental Health Community Support Specialist entry-level employee in the "MHCSS" category.

\*\*Benefits estimated at 45% of salary, and may vary slightly depending on the number of dependents, type of health and dental plans that are chosen, etc. The Parties mutually acknowledge that this estimate is consistent with employees in similar positions.

\*\*\*Employee clothing, safety equipment, general supplies, etc.

^Based on 2019 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs. .

Total cost for 2021 estimated at \$167,182.08 which reflects a 3% increase to reimbursables and 10% increase to indirect costs

- A. The City will contribute roughly one hundred percent (100%) of the total cost of a 1.0 FTE LEESW position.
- B. The City shall remit payment of the above-amount to the County in equal quarterly installments.
- C. Pursuant to RCW 43.09.210, the Parties mutually acknowledge that the services provided under this Agreement are being compensated at their full and true value.

## **XV. MISCELLANEOUS**

### **A. Public Records Act**

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

### **B. Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

### **C. No Third Party Beneficiaries**

The provisions of this Agreement are for the exclusive benefit of the County and the City. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third Parties.

#### D. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

#### E. Severability

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

#### F. Authority

Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the City, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the City, as the case may be.

#### G. Survival

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

#### H. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

#### I. Amendments

No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

#### J. Filing; Posting

Pursuant to RCW 39.34.040, a fully executed copy of this Agreement shall be filed with the office of the Snohomish County Auditor or posted by subject on a party's website.

**SIGNED:**

\_\_\_\_\_  
Jon Nehring, Mayor  
City of Marysville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Somers, Executive  
Snohomish County

\_\_\_\_\_  
Date

*Update*  
*Index #19*

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

**CITY COUNCIL MEETING DATE: 12/9/2019**

<b>AGENDA ITEM:</b>	
An Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase of Certain Expenditure items as Budgeted for in Ordinance No. 3108	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Draft Ordinance; Agenda Bills for Civil Plan Review Position and Training Sergeant Position; Drug Seizure 2020 Budget Memo	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Various	\$326,884.00
<b>SUMMARY:</b>	

During the 2019-2020 biennial budget period certain activities occur which requires amending the budget to best meet the need of the City services. Below is a summary of the activities that will affect the 2019-2020 biennial budget.

Two new positions were approved by City Council in 2019 making it necessary to adjust the budget, Civil Plan Review, and Training Sergeant. New proposal – change the Civil Plan Review position to a Custody position.

The Drug Seizure fund is requesting additional budget of \$20,000 for small tools.

Establish 2020 compensation pay classifications and grades or ranges in accordance with MMC 2.50.030.

**RECOMMENDED ACTION:** Staff recommends that City Council adopt the Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108

**RECOMMENDED MOTION:** I move to approve Ordinance No. \_\_\_\_\_ amending the 2019-2020 Biennial Budget.

CITY OF MARYSVILLE  
Marysville, Washington

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

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2019-2020 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3108.

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

Section 1. Since the adoption of the 2019-2020 budget by the City Council on November 26, 2018, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2019- 2020 budget. The following funds as referenced in Ordinance No. 3108 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 9,843,300	\$ 9,843,300	\$ -
General Fund	001	Revenue	106,481,064	107,281,064	800,000
General Fund	001	Expenditures	110,001,404	110,308,288	306,884
General Fund	001	Ending Fund Balance	6,322,960	6,816,076	493,116
Drug Seizure	103	Beginning Fund Balance	\$ -	\$ -	\$ -
Drug Seizure	103	Revenue		20,000	20,000
Drug Seizure	103	Expenditures		20,000	20,000
Drug Seizure	103	Ending Fund Balance	-	-	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2019-2020 budget and in accordance with MMC 2.50.030, the 2019-2020 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3108 shall remain in full force and effect, unchanged.

Section 4. 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 5. 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 \_\_\_\_\_ MAYOR

ATTEST:

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

Approved as to form:

By \_\_\_\_\_ CITY ATTORNEY

Date of Publication: \_\_\_\_\_

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

**EXHIBIT A – 2019-2020  
Amendment Account Detail**

Description		Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
<b>General Fund</b>					
Police	Custody Officer			121,405	(121,405)
Police	Training Sergeant		-	185,479	(185,479)
	Public Safety Sales Tax		800,000	-	800,000
				-	-
<b>Total General Fund</b>		-	<b>800,000</b>	<b>306,884</b>	<b>493,116</b>
<b>Drug Seizure- Fund 103</b>					
	Increased seizure activity and size of seizures	-	20,000	-	20,000
	Small Tools	-	-	20,000	(20,000)
<b>Total Drug Seizure</b>		-	<b>20,000</b>	<b>20,000</b>	-
<b>GRAND TOTAL</b>		-	<b>800,000</b>	<b>306,884</b>	<b>493,116</b>

## EXHIBIT B – 2019-2020

**CITY OF MARYSVILLE**  
**MANAGEMENT PAY GRID 2020**

PAY CODE	JOB CLASS	TITLE	3.0% Increase								
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M113	MA13	Assistant Court Administrator	\$ 79,934	\$ 82,326	\$ 84,822	\$ 87,339	\$ 89,981	\$ 92,685	\$ 95,451	\$ 97,843	\$100,277
	MB13	Athletic Supervisor	\$ 38.43	\$ 39.58	\$ 40.78	\$ 41.99	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.04	\$ 48.21
	MC13	Community Center Supervisor									
	MD13	Cultural Arts Supervisor									
	ME13	Recreation Supervisor									
M115	MA15	Administrative Services Manager	\$ 91,853	\$ 94,578	\$ 97,427	\$100,360	\$103,376	\$106,475	\$109,678	\$112,382	\$115,190
	MB15	GIS-Supervisor	\$ 44.16	\$ 45.47	\$ 46.84	\$ 48.25	\$ 49.70	\$ 51.19	\$ 52.73	\$ 54.03	\$ 55.38
M116	MA16	Parks Maintenance Manager	\$ 98,280	\$101,213	\$104,250	\$107,370	\$110,594	\$113,922	\$117,333	\$120,266	\$123,261
	MB16	Prosecutor	\$ 47.25	\$ 48.66	\$ 50.12	\$ 51.62	\$ 53.17	\$ 54.77	\$ 56.41	\$ 57.82	\$ 59.26
	MC16	Risk/Emergency Management									
	MD16	Solid Waste/Support Services Supervisor									
	ME16	Storm/Sewer Supervisor									
	MF16	Street Supervisor									
	MG16	Water Operations Supervisor									
	MH16	Water Resource Supervisor									
M117	MA17	Building Official	\$103,168	\$106,267	\$109,450	\$112,736	\$116,147	\$119,600	\$123,198	\$126,277	\$129,438
	MB17	Court Administrator	\$ 49.60	\$ 51.09	\$ 52.62	\$ 54.20	\$ 55.84	\$ 57.50	\$ 59.23	\$ 60.71	\$ 62.23
	MC17	Financial Operations Manager									
	MD17	Financial Planning Administrator									
	ME17	Planning Manager									
	MF17	Senior Project Engineer									
	MG17	Traffic Engineer Manager									
M118	MA18	Engineering Service Manager	\$108,347	\$111,571	\$114,920	\$118,373	\$121,950	\$125,590	\$129,355	\$132,600	\$135,907
	MB18	Senior Project Manager	\$ 52.09	\$ 53.64	\$ 55.25	\$ 56.91	\$ 58.63	\$ 60.38	\$ 62.19	\$ 63.75	\$ 65.34
	MC18	Civic Campus Project Manager									
M119	MA19	Assistant Parks Director	\$113,755	\$117,166	\$120,682	\$124,301	\$128,024	\$131,872	\$135,824	\$139,214	\$142,709
	MB19	Utility Manager	\$ 54.69	\$ 56.33	\$ 58.02	\$ 59.76	\$ 61.55	\$ 63.40	\$ 65.30	\$ 66.93	\$ 68.61
M120	MA20	No Position	\$119,434 \$ 57.42	\$123,011 \$ 59.14	\$126,693 \$ 60.91	\$130,520 \$ 62.75	\$134,430 \$ 64.63	\$138,466 \$ 66.57	\$142,626 \$ 68.57	\$146,182 \$ 70.28	\$149,843 \$ 72.04
M121	MA21	City Engineer	\$125,424	\$129,189	\$133,037	\$137,030	\$141,149	\$145,392	\$149,760	\$153,483	\$157,310
	MB21	Deputy City Attorney	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63
	MC21	No Position									
	MD21	IS Manager									
M122	MA22	Assistant Finance Director	\$131,685	\$135,616	\$139,693	\$143,915	\$148,221	\$152,651	\$157,227	\$161,179	\$165,194
	MB22	Assistant Public Works Director	\$ 63.31	\$ 65.20	\$ 67.16	\$ 69.19	\$ 71.26	\$ 73.39	\$ 75.59	\$ 77.49	\$ 79.42
	MC22	Human Resources Manager									
M123	MA23	Assistant Police Chief	\$144,851 \$ 69.64	\$149,198 \$ 71.73	\$153,670 \$ 73.88	\$158,288 \$ 76.10	\$163,010 \$ 78.37	\$167,918 \$ 80.73	\$172,952 \$ 83.15	\$177,278 \$ 85.23	\$181,709 \$ 87.36
M124	MA24	Community Development Director	\$152,090								\$194,667
	MC24	Parks Director	\$ 73.12								\$ 93.59
M125	MA25	Finance Director	\$159,702 \$ 76.78								\$204,402 \$ 98.27
M126	MA26	Police Chief	\$167,690								\$214,635
	MB26	City Attorney	\$ 80.62								\$ 103.19
	MC26	Public Works Director									

**CITY OF MARYSVILLE  
NON REPRESENTED PAY GRID 2020**

3% Increase												
PAY CODE	JOB CLASS	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	NA10	Human Resource Assistant	\$ 64,667	\$ 66,602	\$ 68,598	\$ 70,658	\$ 72,779	\$ 74,963	\$ 77,210	\$ 79,144	\$ 81,120	
	NB10	Planning Technician	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.05	\$ 39.00	
	NC10	Confidential Legal Assistant										
	ND10	Computer Technician										
N111	NA11	Deputy City Clerk	\$ 68,536	\$ 70,616	\$ 72,717	\$ 74,901	\$ 77,147	\$ 79,435	\$ 81,848	\$ 83,886	\$ 85,987	
	NB11	Probation Officer	\$ 32.95	\$ 33.95	\$ 34.96	\$ 36.01	\$ 37.09	\$ 38.19	\$ 39.35	\$ 40.33	\$ 41.34	
N112	NA12	Code Enforcement Officer	\$ 73,341	\$ 75,546	\$ 77,792	\$ 80,122	\$ 82,555	\$ 85,010	\$ 87,568	\$ 89,773	\$ 91,998	
	NB12	Confidential Admin. Associate	\$ 35.26	\$ 36.32	\$ 37.40	\$ 38.52	\$ 39.69	\$ 40.87	\$ 42.10	\$ 43.16	\$ 44.23	
	NC12	Development Services Technician										
	ND12	Financial Specialist - Engineering										
	NE12	Inspector I - Building										
	NF12	Inspector I - Construction										
	NG12	Paralegal										
	NH12	Planning Assistant										
	NI12	Emergency Preparedness Coordinator										
	NJ12	Safety & Training Administrator										
	NK12	Surface Water Specialist										
	NL12	Surface Water Inspector										
N113	NA13	Associate Planner	\$ 79,934	\$ 82,326	\$ 84,802	\$ 87,339	\$ 89,960	\$ 92,685	\$ 95,451	\$ 97,843	\$ 100,277	
	NB13	I.S. Analyst	\$ 38.43	\$ 39.58	\$ 40.77	\$ 41.99	\$ 43.25	\$ 44.56	\$ 45.89	\$ 47.04	\$ 48.21	
	NC13	Engineering Technician										
	ND13	Financial Analyst										
	NE13	GIS Analyst										
	NF13	Human Resource Specialist										
	NG13	Inspector II - Building										
	NH13	Inspector II - Construction										
	N131	Executive Services Coordinator										
	N132	NPDES Coordinator										
	N114	NA14	Crime & Intelligence Analyst	\$ 85,821	\$ 88,400	\$ 91,062	\$ 93,766	\$ 96,595	\$ 99,486	\$ 102,502	\$ 105,040	\$ 107,661
		NB14	Electronic Control Systems Administrator	\$ 41.26	\$ 42.50	\$ 43.78	\$ 45.08	\$ 46.44	\$ 47.83	\$ 49.28	\$ 50.50	\$ 51.76
NC14		Human Resource Analyst										
ND14		Inspector III - Combo										
NE14		Inspector III - Electrical										
NF14	Planner											
N115	NA15	Assistant Building Official	\$ 91,853	\$ 94,578	\$ 97,427	\$ 100,360	\$ 103,376	\$ 106,475	\$ 109,678	\$ 112,382	\$ 115,190	
	NB15	Civil Plan Review	\$ 44.16	\$ 45.47	\$ 46.84	\$ 48.25	\$ 49.70	\$ 51.19	\$ 52.73	\$ 54.03	\$ 55.38	
	NC15	No Position										
	ND15	Project Engineer										
	NE15	Senior Planner										
N116	NA16	IS System Administrator	\$ 98,280	\$ 101,213	\$ 104,250	\$ 107,370	\$ 110,594	\$ 113,922	\$ 117,333	\$ 120,266	\$ 123,261	
	NB16	Public Relations Administrator	\$ 47.25	\$ 48.66	\$ 50.12	\$ 51.62	\$ 53.17	\$ 54.77	\$ 56.41	\$ 57.82	\$ 59.26	

**CITY OF MARYSVILLE****2020****MPOA - (OFFICERS & SERGEANTS)****January 1, 2020 Through December 31, 2020***6.0% increase*

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	\$ 6,122	\$ 6,356	\$ 6,584	\$ 6,943	\$ 7,342	\$ 7,634
Police Sergeant	\$ 8,631	\$ 9,008				
Entry Police	\$ 5,509					

**2020****MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)****January 1, 2020 - December 31, 2020***4.0% increase*

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	\$ 4,777	\$ 4,971	\$ 5,175	\$ 5,387	\$ 5,608	\$ 5,839	\$ 6,065
Custody Sergeant	\$ 6,633	\$ 6,830					
Custody Corporal	\$ 6,341	\$ 6,525					
Custody Officer	\$ 4,896	\$ 5,105	\$ 5,284	\$ 5,469	\$ 5,684	\$ 5,922	\$ 6,098

**CITY OF MARYSVILLE  
TEAMSTERS PAY GRID**

January 1, 2019

2.7% increase

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356
Maintenance Worker II	16-1	4814	5010	5213	5432	5652	5886	6112
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II	18	5072	5279	5497	5721	5955	6201	6441
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5224	5437	5661	5894	6133	6386	6634
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773
WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Lead Worker II	24	5567	5795	6033	6280	6538	6807	7072
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

*2020 Wages under negotiation*

**CITY OF MARYSVILLE**  
**PAY GRID 2019**

PAY CODE	JOB CLASS	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M121	MC21	Police Commander	\$121,763 \$ 58.54	\$125,424 \$ 60.30	\$129,168 \$ 62.10	\$133,037 \$ 63.96	\$137,030 \$ 65.88	\$141,149 \$ 67.86	\$145,392 \$ 69.90	\$149,011 \$ 71.64	\$152,734 \$ 73.43

# *Index #20*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9, 2019**

<b>AGENDA ITEM:</b>	
Amendment to Chapter 6.33 of the Municipal Code	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Burton Eggertsen	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
RCW 9A.86.010	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

RCW 9A.86.010 prohibits the wrongful disclosure of intimate images. Title 6 of the municipal code (“Penal Code”) does not contain the criminal offense of disclosure of intimate images. The proposed ordinance will amend Chapter 6.33 to incorporate by reference RCW 9A.86.010.

**RECOMMENDED ACTION:** Staff recommends the Council consider amending Chapter 6.33 of the municipal code to incorporate by reference RCW 9A.86.010.

**RECOMMENDED MOTION:** I move to approve Ordinance No. \_\_\_\_\_ amending Chapter 6.33 of the municipal code.

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, AMENDING CHAPTER 6.33 OF THE MARYSVILLE  
MUNICIPAL CODE.**

WHEREAS, Title 6 of the municipal code sets crimes and penalties for offenses within the City of Marysville; and

WHEREAS, there is currently not a criminal offense in the municipal code for wrongfully disclosing intimate images; and

WHEREAS, disclosing intimate images is prohibited by RCW 9A.86.010; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Amendment of Municipal Code. Section 6.33 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

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

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

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

# EXHIBIT A

## Chapter 6.33 OBSCENITY AND PORNOGRAPHY

Sections:

[6.33.010](#) Statutes incorporated by reference.

### **6.33.010 Statutes incorporated by reference.**

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The following statutes regarding obscenity and pornography are incorporated by reference:

RCW

- [9.68.015](#) Obscene literature, shows, etc. – Exemptions.
- [9.68.030](#) Indecent articles, etc.
- [9.68.050](#) Erotic material – Definitions.
- [9.68.060](#) Sale, distribution or exhibition of erotic material.
- [9.68.070](#) Affirmative defenses.
- [9.68.080](#) Unlawful acts relating to minors.
- [9.68.100](#) Exceptions for libraries.
- [9.68.110](#) Exceptions for motion picture projectionists.
- [9.68.130](#) Display of sexually explicit material.
- [9A.86.010](#) *Disclosing intimate images*

## **RCW 9A.86.010**

### **Disclosing intimate images.**

(1) A person commits the crime of disclosing intimate images when the person knowingly discloses an intimate image of another person and the person disclosing the image:

- (a) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private;
- (b) Knows or should have known that the depicted person has not consented to the disclosure; and
- (c) Knows or reasonably should know that disclosure would cause harm to the depicted person.

(2) A person who is under the age of eighteen is not guilty of the crime of disclosing intimate images unless the person:

- (a) Intentionally and maliciously disclosed an intimate image of another person;
- (b) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private; and
- (c) Knows or should have known that the depicted person has not consented to the disclosure.

(3) This section does not apply to:

- (a) Images involving voluntary exposure in public or commercial settings; or
- (b) Disclosures made in the public interest including, but not limited to, the reporting of unlawful conduct, or the lawful and common practices of law enforcement, criminal reporting, legal proceedings, or medical treatment.

(4) This section does not impose liability upon the following entities solely as a result of content provided by another person:

- (a) An interactive computer service, as defined in 47 U.S.C. Sec. 230(f)(2);
- (b) A mobile telecommunications service provider, as defined in RCW 82.04.065; or
- (c) A telecommunications network or broadband provider.

(5) It shall be an affirmative defense to a violation of this section that the defendant is a family member of a minor and did not intend any harm or harassment in disclosing the images of the minor to other family or friends of the defendant. This affirmative defense shall not apply to matters defined under RCW 9.68A.011.

(6) For purposes of this section:

(a) "Disclosing" includes transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer;

(b) "Intimate image" means any photograph, motion picture film, videotape, digital image, or any other recording or transmission of another person who is identifiable from the image itself or from information displayed with or otherwise connected to the image, and that was taken in a private setting, is not a matter of public concern, and depicts:

(i) Sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation; or

(ii) A person's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(7) The crime of disclosing intimate images:

- (a) Is a gross misdemeanor on the first offense; or
  - (b) Is a class C felony if the defendant has one or more prior convictions for disclosing intimate images.
- (8) Nothing in this section is construed to:
- (a) Alter or negate any rights, obligations, or immunities of an interactive service provider under 47 U.S.C. Sec. 230; or
  - (b) Limit or preclude a plaintiff from securing or recovering any other available remedy.
- [ 2016 c 91 § 1; 2015 2nd sp.s. c 7 § 1. ]

*Update*  
*Index # 25*

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

**CITY COUNCIL MEETING DATE: 12/9/2019**

<b>AGENDA ITEM:</b>	
Per Capita Health District Funding	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Proposed Interlocal Agreement between City of Marysville and Snohomish Health District.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$
<b>SUMMARY:</b>	

The Snohomish County Health District (“Health District”) is seeking funding from cities in the county on a per capita basis. The City Council last approved Health District funding of \$1.00 per resident for 2017. The 2019 OFM estimate for Marysville’s population is 67,820. Accordingly, a payment of \$1.00 per resident would be \$67,820.

Here is the most recent information on contributions provided by the Health District:

**Status of Per Capita Contributions**

- |  |                 |
|--|-----------------|
| <b>Confirmed</b>                               | <b>Unknown</b>  |
| ✓ Arlington (\$0.98)                           | Index           |
| ✓ Bothell (\$1.21)                             | Lake Stevens    |
| ✓ Lynnwood (\$1.00)                            | Mill Creek      |
| ✓ Mountlake Terrace (\$1.00)                   | Sultan          |
| ✓ Snohomish (\$1.89)                           | Woodway         |
| <b>Tentative</b>                               | <b>Declined</b> |
| ✓ Snohomish County (\$2.06 for unincorporated) | Brier           |
| ✓ Darrington (\$1.00)                          | Gold Bar        |
| ✓ Edmonds (\$1.00)                             | Marysville      |
| ✓ Everett (\$1.00)                             | Monroe          |
| ✓ Granite Falls (TBD)                          |                 |
| ✓ Mukilteo (\$1.01)                            |                 |
| ✓ Stanwood (\$1.00)                            |                 |

The attached interlocal includes proposed funding at \$1 per capita, to be paid on a quarterly basis. It also provides for continued provision of naloxone by the Health District.

**RECOMMENDED ACTION: Council should determine what level of funding is appropriate. If Council approves a funding level, then it should approve the interlocal agreement with the Health District to authorize payment.**



**INTERLOCAL AGREEMENT  
BETWEEN THE SNOHOMISH HEALTH DISTRICT  
AND  
THE CITY OF MARYSVILLE  
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the Snohomish Health District, a Washington Municipal Corporation (the Health District) and City of Marysville, a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

**RECITALS**

**WHEREAS**, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

**WHEREAS**, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

**WHEREAS**, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

**WHEREAS**, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

**WHEREAS**, per capita contributions from towns and cities continued, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

**WHEREAS**, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

**WHEREAS**, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

**WHEREAS**, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

**WHEREAS**, the Health District's ability to perform its most essential functions have been severely compromised since the great recession; and

**WHEREAS**, the Health District serves an essential public safety function, whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

**WHEREAS**, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

**WHEREAS**, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

**WHEREAS**, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the

boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

**WHEREAS**, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

**WHEREAS**, the Snohomish County Board of Health adopted Resolution 19-25 in November 2019, declaring its intent to take on naloxone distribution and coordination for law enforcement and city partners; and

**WHEREAS**, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

**NOW, THEREFORE**, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Health District agree as follows:

**1. Purpose.**

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the Health District to promote, facilitate, and undertake various programs and activities.

**2. Term.**

The term of this Agreement shall be from January 1, 2020, to December 31, 2020. The term may be extended by mutual written agreement of the parties. Either party may terminate this Agreement on 30 days written notice.

**3. Scope of Services.**

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita of City population, based on the Office of Financial Management April 2019 Official Population Estimate of 67,820, for an amount not to exceed Sixty-seven Thousand Eight Hundred Twenty and No/00 Dollars (\$67,820) to the Health District commencing January 1, 2020. Payment will be made by quarterly payments on or before March 31, June 30, September 30, and December 31, 2020.

The City will provide a list to the District of personnel by department that should be equipped with naloxone kits. The City will provide the information necessary for the District to track, rotate and replenish kits as needed.

B. Responsibilities of the Health District.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall provide naloxone kits, as requested by the City, to personnel within the Marysville Police Department. Inventory will be tracked, rotated and replenished as needed.

The District will partner with the City to coordinate substance use related trainings and community outreach events.

The Health District will provide reports to the city identifying services provided to Edmonds residents and businesses.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

C. Acquisition and Disposition of Property.

It is not intended that any real property be acquired by this Agreement. Any personal property will be acquired by the Health District and may be held and disposed of by either party as appropriate under the circumstances.

**4. Legal Requirements.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**5. Public Disclosure Laws.**

The City and the Health District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

**6. Insurance.**

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage 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 shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

**7. Indemnification.**

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

**8. Notices.**

Any notice/payment to be given to the Health District under this Agreement shall be either mailed or personally delivered to:

**Snohomish Health District**  
3020 Rucker Avenue, Ste 306  
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

**City of Marysville**  
1049 State Ave.  
Marysville, WA 98270

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

**9. Venue.**

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

**10. 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.

**11. No third party beneficiaries; no joint venture.**

This Agreement is for the sole benefit of the City and Health District and shall not confer third-party beneficiary status on any non-party to this Agreement. 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. This Agreement will be administered by the Chief Administrative Officer of the City and the Director of the Health District. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

**12. Entire Agreement.**

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 written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**13. 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 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 provision held to be invalid.
- B. If any provision of this Agreement 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.

**14. Filing.**

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

**15. 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.

16. **Effective Date.** January 1, 2020

**City of Marysville**

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

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

**Snohomish Health District**

\_\_\_\_\_  
Shawn Frederick, Interim Administrator

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Grant Weed, Health District Attorney

*Update*  
*Index #26*

## CITY OF MARYSVILLE

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: December 9, 2019**

AGENDA ITEM: Renewal of Fire Investigative Services Interlocal Agreement with Snohomish County	AGENDA SECTION: Consent	
PREPARED BY: Tom Maloney, Deputy Chief/Fire Marshal	APPROVED BY:	
ATTACHMENTS: Interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

**DESCRIPTION:**

This request is to renew the existing interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services. The need for fire investigations to determine the cause and origin of fires is essential to maintaining safe communities for our citizens and meeting the needs of the Marysville Fire District. In addition, the interlocal agreement allows for coverage to investigate fires within the city limits when these services are not available within the city.

Fire investigation is the accurate determination of fire causes which is fundamental to the protection of lives and property from the threat of hostile fire or explosions. It is through the efficient and accurate determination of the cause and subsequent identification of responsibility that future fire incidents can be avoided and perpetrators brought to justice. This provides the citizens of Marysville a safe place to live, work and play. In addition, proper determination of the fire origin and cause is also essential for the meaningful compilation of fire statistics which is the basis for fire prevention codes, standards and training. Determination of the cause of fires is a reactive role; however, the information gathered plays a proactive role in the prevention of fires. This fosters community livability by rebuilding a safe community where citizens have peace of mind. The criminal side of fire investigation plays a role in deterring criminal behavior by providing intervention, education and accountability which complements the partnership between fire and police.

Currently, this is a budgeted line item within the RFA budget and is a renewal of the current agreement that expires in 2019.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.

**COUNCIL ACTION:**

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MARYSVILLE  
AND SNOHOMISH COUNTY CONCERNING PROVISION  
OF FIRE INVESTIGATION SERVICES**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Amendment") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

**RECITALS**

- A. The County and City are parties to the "Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services" executed on the 24<sup>th</sup> day of April 2014 (the "Original Agreement").
- B. Pursuant to Section 10 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described therein.
- C. The County and City now desire to amend the Original Agreement to extend the term through December 31, 2024, to allow the County to continue to provide Fire Investigation Services to the City.
- D. The County and City also desire to amend the Original Agreement to adopt a new fee schedule that provides annual rates for the term of the Amendment.
- E. The County and City also desire to amend the Original Agreement to reflect that the City is now self-insured and that the entity jointly operated by the City and Fire Protection District No. 12 has been replaced by a Regional Fire Authority that is known as the Marysville Fire District.

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN  
MARYSVILLE AND SNOHOMISH COUNTY RE: FIRE INVESTIGATION SERVICES



**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

**Section 1. EXTENSION OF TERM**

The County and City agree that the term specified in Section 9 of the Original Agreement shall be extended by five (5) years and remain in effect until December 31, 2024.

**Section 2. ADOPTION OF NEW FEE SCHEDULE**

The County and City agree to adopt a new fee schedule as provided:

Fire Investigation Services Rate Per Hour \$				
2020	2021	2022	2023	2024
\$103.00	\$106.00	\$109.00	\$112.00	\$120.00

**Section 3. CHANGE ENTITY TO REGIONAL FIRE AUTHORITY**

Section 1.1 of the Original Agreement is amended to read as follows:

The City's requests for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the Fire Marshal, Fire Chief, the Marysville Fire District, ~~an entity created by interlocal agreement between~~ regional fire protection service authority (RFA) approved by the voters of Snohomish County Fire Protection District 12 and the City of Marysville, or any fire command officer. The term "fire command officer" means the Marysville Fire District. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through Snohomish County 911 (SNO911) SNOFAC-Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of OCFM personnel.

**Section 4. CHANGE TO INSURANCE STATUS**

Section 4.2 of the Original Agreement is amended to read as follows:

~~The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool~~ self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The City maintains a fully-funded self – insurance program for the protection and handling of the City's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of City employees acting in the scope of their employment. The City will provide a letter of self-insurance signed and executed by an authorized agent.

**Section 5. RATIFICATION**

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

**Section 6. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

By: \_\_\_\_\_  
Name: Jon Nehring  
Title: Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Department of Planning  
And Development Services

Approved as to form:

Approved as to form:  
Snohomish County Prosecutor's Office

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

  
\_\_\_\_\_  
10/26/17

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN  
MARYSVILLE AND SNOHOMISH COUNTY RE: FIRE INVESTIGATION SERVICES

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**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 9<sup>th</sup>, 2019**

<b>AGENDA ITEM:</b>	
Contract Award: Marysville Civic Center, Structural Testing, Special Inspection & Quality Assurance Consultant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Bryan Milligan, Project Manager	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Consultant Proposal (Exhibit A)	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31400018.562000.1837	\$ 348,107.38
<b>SUMMARY:</b>	

This contract awards GeoTest Services, Inc. the contract to provide Construction Special Inspecting and Materials Testing for the construction of the new Civic Center.

The scope of work they have proposed includes: observation & testing of auger cast piles, density & compaction testing of earthwork materials incl. asphalt & concrete, structural steel welds & bolting, cold formed framing, masonry, rebar, proprietary anchors, bond & density of spray applied fire resistant materials. To verify the work completed meets the needs of the project, building codes and this projects specifications. As well they will conduct air barrier & building envelope testing to comply with WA State Energy Codes and project specifications.

Proposals were received on October 25th, 2019, and distributed to a qualified team of City staff to rate the Statements of Qualifications based on our standard criteria and this project’s needs. City Staff, The City received 7 proposals to our request for and after compiling the ratings it was recommended that we negotiate a contract with GeoTest Services, Inc.

Contract Bid:	\$ 318,488.00
Sales Tax @ 9.3%	\$ 29,619.38
Management Reserve:	\$ 0.00
<b>Total Allocation:</b>	<b>\$ 348,107.38</b>

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council authorize the Mayor to sign and execute the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant professional services agreement with GeoTest Inc. in the amount of \$348,107.38 including Washington State Sales Tax for a total allocation of \$348,107.38.
<b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the MCC Structural Testing, Special Inspection & Quality Assurance professional service agreement with GeoTest Services, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND GEOTEST SERVICES 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 GeoTest Services, Inc., a Washington corporation, organized under the laws of the state of Washington, located and doing business at 20527 67<sup>th</sup> AVE NE, Arlington, WA 98223 (“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 \_\_\_\_\_ and shall terminate at midnight on \_\_\_\_\_. 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 three hundred forty eight thousand, one hundred seven dollars and thirty eight cents (**\$ 348,107.38**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

**4.6 INDEMNITY.**

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

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

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

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

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

**4.7 INSURANCE.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**4.9 INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **4.10 EMPLOYMENT.**

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

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

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

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

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

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

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

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

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

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

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

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

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

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

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

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

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

**6. GENERAL TERMS.**

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

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

**CITY OF MARYSVILLE**  
 Bryan Milligan  
 80 Columbia AVE,  
 Marysville, WA 98270

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

**GEOTEST SERVICES, INC.**

Kevin Richarson  
20527 67<sup>th</sup> AVE NE  
Arlington, WA 98223

**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\_\_\_\_.

GEOTEST SERVICES, INC.

By \_\_\_\_\_  
Kevin Richardson  
Its: President

ATTEST/AUTHENTICATED:

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

Approved as to form:

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



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

**Marysville Civic Center**  
**501 Delta Ave., Marysville, WA 98270**  
**Construction Special Inspection & Materials Testing**

GeoTest is pleased to submit this cost estimate for the above project. Based on a review of the plans and specifications, we believe that the costs for construction special inspection and testing will be approximately \$276,248 for the scope of work detailed below. Energy code Air Leakage Testing has been included as a separate service.

Understanding that construction schedules and logistics can vary, we recommend an anticipated budget range of \$250,000 to \$300,000 for our services. *This is a time and materials estimate intended for budgeting purposes. Our costs are a direct reflection of the project construction schedule.*

**BASE BID A**

**ASSUMPTIONS**

Scope of work assumes special inspection and testing for base bid A and B.  
Special inspection of firestopping is not included in the base estimate below - a cost has been included as an add on.  
Special inspection of Spray-Applied Fire Resistive Materials (SFRM) has been included as an add on.  
Cost for Energy Code Inspections and Air Leakage testing has been included as an add on.

**AUGER CAST GROUT PILES - 31 63 16**

Assumes approximately 477 auger cast piles with 10 installed per day.  
Perform continuous observation during pile excavation, placement, and testing. Observe load tests to verify compliance with specifications.  
Test grout for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Pile Observation	50	8		\$78	\$31,200
Pile Observation - Overtime	50	2		\$117	11,700
Reinforcement Inspection	16	4		\$75	4,800
Sample Pick-Up and Processing	50	1		\$75	3,750
Lab: Grout Compressive Tests (2" by 2" cubes)	50 sets x 6 ea.		300	\$26	7,800
<b>Subtotal</b>					<b>\$59,250</b>

**EARTHWORK - 32 20 00**

Periodic inspection during preparation of building and pavement subgrades.  
Perform field in-place density tests for structural fills/backfills at building, parking and utilities.  
Perform laboratory sieve/proctors as needed.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Density Testing/Observation	40	4		\$78	\$12,480
Geotechnical Engineer (As Needed for Support, Meetings, Etc.)		20		\$140	2,800
Sample Pick-Up and Processing	8	2		\$75	1,200
Lab: Sieve/Proctor			10	\$250	2,500
Lab: Sand Equivalent			6	\$80	480
Lab: Percent Fracture			6	\$80	480
<b>Subtotal</b>					<b>\$19,940</b>

**ASPHALT - 32 12 16**

Test and inspect asphalt at the site during paving.  
Perform laboratory extraction/gradation and rice density in general accordance with WSDOT test methods.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Compaction Tests - HMA Asphalt Paving	5	8		\$78	\$3,120
Lab: Asphalt Extraction/Gradation			5	\$275	1,375
Lab: Asphalt Rice Density			5	\$100	500
Sample Pick-Up and Processing	5	2		\$75	750
<b>Subtotal</b>					<b>\$5,745</b>

**GeoTest Services Inc.**  
Arlington, Bellingham, Oak Harbor

**CAST-IN-PLACE CONCRETE - 03 30 00**

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.  
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.  
Test concrete for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Foundations (Footings, Grade Beams, Pile Caps)	30	6		\$75	\$13,500
Structural Slabs	8	8		\$75	4,800
Topping Slabs	5	8		\$75	3,000
Second Floor Slabs	5	8		\$75	3,000
Misc. Pours / Civil Concrete	20	4		\$75	6,000
Separate Rebar Inspections	20	4		\$75	6,000
Proprietary Anchors	12	4		\$75	3,600
Sample Pickup and Processing	68	1		\$75	5,100
Concrete Compression Tests	80 sets x 5 ea.		400	\$26	10,400
Floor Flatness/Levelness Testing	18	6		\$120	12,960
<b>Subtotal</b>					<b>\$68,360</b>

**PRECAST CONCRETE - 03 41 00**

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.  
Periodic inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.  
Test concrete for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
*Precast Walls Pours	8	6		\$75	\$3,600
*Sample Pickup and Processing	8	1		\$75	600
Concrete Compression Tests	10 sets x 5 ea.		50	\$26	1,300
<b>Subtotal</b>					<b>\$5,500</b>

\*Assumes local precast company - if fabricated out of State GeoTest will need to revise costs to include travel. Assumes GeoTest will not be present at every pour, but will periodically perform quality assurance services during panel fabrication.

**MASONRY - 04 20 00**

Periodic inspection of reinforcing steel, and CMU placement.  
Continuous inspection during grout placement.  
Sample and test compressive strength of grout and prisms.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection	18	6		\$75	\$8,100
Sample Pickup and Processing	6	1		\$75	450
Prism Compression Tests	6 set x 3 ea		18	\$100	1,800
Grout Compression Tests	6 set x 3 ea		18	\$26	468
<b>Subtotal</b>					<b>\$10,818</b>

**STRUCTURAL STEEL - 05 12 00, 05 21 00, 05 31 00**

Periodic special inspection of bolted and welded connections.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections	40	6		\$78	\$18,720
*Structural Steel Inspections - Fab Shop	8	8		\$78	4,992
UT Inspections (Sub to Mistras)	20	6		\$90	10,800
<b>Subtotal</b>					<b>\$34,512</b>

\*fab shop inspections assume a local shop

**COLD FORMED FRAMING - 05 40 00**

Perform special inspection of cold formed framing.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection	18	4		\$78	\$5,616
<b>Subtotal</b>					<b>\$5,616</b>

**GeoTest Services Inc.**  
Arlington, Bellingham, Oak Harbor

**OTHER**

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Project Manager: review, meetings, etc.		90	\$100	\$9,000
Trip Charge (20 mi x 0.60/mi = \$12/trip)	536		\$12	6,432
<b>Subtotal</b>				<b>\$15,432</b>

<b>Total (Base Bid A)</b>	<b>\$225,173</b>
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**BASE BID B**

**AUGER CAST GROUT PILES - 31 63 16**

Assumes approximately 107 auger cast piles with 10 installed per day.  
Perform continuous observation during pile excavation, placement, and testing. Observe load tests to verify compliance with specifications.  
Test grout for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Pile Observation	11	8		\$78	\$6,864
Pile Observation - Overtime	11	2		\$117	2,574
Reinforcement Inspection	4	4		\$75	1,200
Sample Pick-Up and Processing	11	1		\$75	825
Lab: Grout Compressive Tests (2" by 2" cubes)	11 sets x 6 ea.		66	\$26	1,716
<b>Subtotal</b>					<b>\$13,179</b>

**EARTHWORK - 32 20 00**

Periodic inspection during preparation of building and pavement subgrades.  
Perform field in-place density tests for structural fills/backfills at building, parking and utilities.  
Perform laboratory sieve/proctors as needed.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Density Testing/Observation	8	4		\$78	\$2,496
Geotechnical Engineer (As Needed for Support, Meetings, Etc.)		4		\$140	560
Sample Pick-Up and Processing	2	2		\$75	300
Lab: Sieve/Proctor			1	\$250	250
Lab: Sand Equivalent			1	\$80	80
Lab: Percent Fracture			1	\$80	80
<b>Subtotal</b>					<b>\$3,766</b>

**CAST-IN-PLACE CONCRETE - 03 30 00**

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.  
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.  
Test concrete for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Foundations (Footings, Grade Beams, Pile Caps)	7	6		\$75	\$3,150
Structural Slabs	2	8		\$75	1,200
Topping Slabs	1	8		\$75	600
Slab on Decks	3	8		\$75	1,800
Misc. Pours / Civil Concrete	3	4		\$75	900
Separate Rebar Inspections	3	4		\$75	900
Proprietary Anchors	2	4		\$75	600
Sample Pickup and Processing	20	1		\$75	1,500
Concrete Compression Tests	20 sets x 5 ea.		100	\$26	2,600
Floor Flatness/Levelness Testing	2	6		\$120	1,440
<b>Subtotal</b>					<b>\$14,690</b>

**GeoTest Services Inc.**  
Arlington, Bellingham, Oak Harbor

**STRUCTURAL STEEL - 05 12 00, 05 21 00, 05 31 00**

Periodic special inspection of bolted and welded connections.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections	18	6		\$78	\$8,424
*Structural Steel Inspections - Fab Shop	2	8		\$78	1,248
UT Inspections (Sub to Mistras)	4	6		\$90	2,160
<b>Subtotal</b>					<b>\$11,832</b>

\*fab shop inspections assume a local shop

**COLD FORMED FRAMING - 05 40 00**

Perform special inspection of cold formed framing.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection	10	4		\$78	\$3,120
<b>Subtotal</b>					<b>\$3,120</b>

**OTHER**

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Project Manager: review, meetings, etc.		30	\$100	\$3,000
Trip Charge (20 mi x 0.60/mi = \$12/trip)	124		\$12	1,488
<b>Subtotal</b>				<b>\$4,488</b>

<b>Total (Base Bid B)</b>	<b>\$51,075</b>
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<b>Total Estimate (Base Bid A and B)</b>	<b>\$276,248</b>
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**ADDITIONAL SERVICES**

**FIRESTOPPING**

Perform special inspection of firestopping penetrations.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspections	10	6		\$78	\$4,680
<b>Subtotal</b>					<b>\$4,680</b>

**SPRAY-APPLIED FIRE RESISTENT MATERIALS (SFRM) - 07 81 00**

Perform special inspection of spray-applied fire resistant materials (SFRM) including bond and density tests.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspections	10	6		\$78	\$4,680
Density Tests - ASTM E605			10	\$60	600
<b>Subtotal</b>					<b>\$4,680</b>

**GeoTest Services Inc.**  
Arlington, Bellingham, Oak Harbor

**ENERGY CODE SERVICES**

**BUILDING ENVELOPE INSPECTIONS**

Review construction documents and submittals related to building envelope components.  
 Discuss expectations of design, product manufacturers, and submittal documents with installers and general contractor as part of discussion during pre-construction phase.  
 Provide periodic drop-in inspections related to the building's above and below grade thermal, air, and moisture control layers in order to provide adequate quality assurance.  
 Perform manufacturer recommended non-destructive and destructive testing as necessary on exterior side components.

Test/Inspection Item	Visits	Hours	Number of Tests	Unit Rate	Total
Project meetings		10		\$90	\$900
Building Envelope Inspections	70	4		\$90	25,200
<b>Subtotal</b>					<b>\$26,100</b>

GeoTest will provide drop-in inspections as deemed necessary to provide adequate quality assurance. The contractor should contact GeoTest 24 hours in advance of any specialty inspections that are required to maintain the construction schedule or before elements of the building envelope are covered. Inspection services are provided on a time and materials basis.

**AIR BARRIER BUILDING TEST**

Review construction documents and submittals.  
 Meet with the General Contractor and Installers to discuss expectations dictated by submittal documents and product manufacturers.  
 Perform tests, as necessary, on building envelope components in accordance with WA State Energy Code and project specifications.

Test/Inspection Item	Hours	Number of Tests	Unit Rate	Total
Air Barrier Testing - per WA Energy Code Section 402		2	\$4,000	\$8,000
Reporting with Infrared Thermography Imagery	10		\$90	900
Preconstruction Meetings and Project Management	10		\$100	1,000
<b>Subtotal</b>				<b>\$9,900</b>

Whole building air leakage testing and analysis will be performed in accordance with ASTM E779 and E1186. This testing requires significant coordination with the owner, general contractor and subcontractors. This estimate assumes that all sealing of intentional openings be performed by the contractor. If necessary, GeoTest can provide the pre-test building preparation at an additional cost. This estimate assumes the contractor will provide access to the building at appropriate times, adequate electricity sources, coordination with subcontractors, scaffold or motorized-lifts for sealing of openings above 10 ft. over exterior grade level and other testing support as necessary. Our estimate includes all equipment and personnel necessary for execution of a whole building air leakage test in accordance with ASTM E779 and diagnostics of the air barrier during the test utilizing infrared thermography in accordance with ASTM E1186.

We expect the scope of our services to include one full day of testing including equipment mobilization, set-up, testing, breakdown and demobilization. On the occurrence of a failed leakage test, additional testing or inspection after corrective action is conducted can be provided in a timely manner at an additional cost. Any subsequent testing following non-conforming results will only be performed following signed approval of an amended contract outlining required conditions to perform follow-up testing.

Air leakage testing is weather-dependent. Accurate test results generally require that exterior wind conditions be below 10 mph. Should adverse weather conditions present themselves on the day of testing, it may be recommended to re-schedule to a date or time when more favorable weather conditions are present.

**OTHER**

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Consultation & Reporting		40	\$90	\$3,600
Project Manager - Review, Meetings, Safety, etc.		18	\$100	1,800
Trip Charge (22 mi x 0.60/mi = \$12/trip)	70		\$12	840
<b>Subtotal</b>				<b>\$6,240</b>

<b>Total Estimated Building Performance Testing &amp; Inspection</b>	<b>\$42,240</b>
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## PROFESSIONAL SERVICE AGREEMENT

Project: Marysville Civic Center – 501 Delta Ave. – Marysville, WA 98270

Date: November 22, 2019

Client: City of Marysville

GTS Proposal #: 19-557TR1

Thank you for selecting GeoTest Services Inc. to provide materials testing and inspection services. All services for this project will be billed at hourly rates in accordance with the attached 2019 Fee Schedule and General Conditions. Terms, fees, and conditions are subject to change after 90 days from the date of this proposal.

GeoTest Services will invoice on a time and materials basis in accordance with the attached fee schedule. A four hour minimum charge per visit applies to all inspections. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal business hours. Payment is net 30 days. In order to properly service your project GeoTest requests a minimum 24 hours advance notice for scheduling.

In acceptance of our terms and conditions, please sign below and return the original agreement to our office and keep a copy for your records. If there are any questions, please contact Kevin Richardson, President. Again, thank you for selecting GeoTest Services, Inc. We look forward to being a part of your project team.

Respectfully Submitted,

Accepted by,

Kevin Richardson  
GeoTest Services, Inc.

\_\_\_\_\_  
Client/Representative

President  
Title

\_\_\_\_\_  
Title

11-22-2019  
Date

\_\_\_\_\_  
Date

Attachments: 2019 Fee Schedule & General Conditions

**GEO TEST SERVICES, INC.**  
Arlington, Bellingham, Oak Harbor, WA

**FEE SCHEDULE**  
**2019**

**ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES**

Senior Geotechnical Engineer.....	180.00 hour
Professional Engineer .....	140.00 hour
Geotechnical Engineer .....	140.00 hour
Technical Director.....	125.00 hour
Staff Engineer .....	100.00 hour
Engineering Geologist.....	100.00 hour
Environmental Professional.....	100.00 hour
Geotechnical Technician .....	85.00 hour
Geologist.....	85.00 hour

**CONSTRUCTION INSPECTION SERVICES**

Concrete Inspection.....	75.00 hour
Prestressed Concrete Inspection .....	75.00 hour
Masonry Inspection .....	75.00 hour
Grout Inspection .....	75.00 hour
Fireproofing Inspection.....	75.00 hour
Firestopping Inspection .....	75.00 hour
Proprietary Anchor Inspection.....	75.00 hour
Lateral Framing Inspection (Wood & Steel).....	78.00 hour
Structural Steel Welding and Bolting Inspection .....	78.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt .....	78.00 hour
Soils Observation .....	78.00 hour
CESCL (Certified Erosion & Sediment Control Lead).....	78.00 hour

**CONSTRUCTION SUPPORT SERVICES**

QA/QC Inspection Engineer .....	90.00 hour
Field Sampling.....	75.00 hour
Field Technician .....	75.00 hour
Laboratory Technician .....	78.00 hour
Project Manager .....	100.00 hour

**BUILDING ENVELOPE SERVICES**

Building Envelope Inspection.....	90.00 hour
Infrared Thermography .....	150.00 hour
Whole Building Air Leakage Test .....	quote
Window Water Penetration Test.....	quote
Roof Moisture Detection .....	quote



# GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

## FEE SCHEDULE 2019

### SPECIALTY SERVICES

Bolt Pull-out Tests.....	90.00 hour
Ground Penetrating Radar (GPR).....	150.00 hour
Pachometer (Magnetic) Rebar Location .....	90.00 hour
Concrete & Asphalt Coring .....	90.00 hour
Schmidt Hammer .....	90.00 hour
Windsor Probe.....	90.00 hour
Floor Flatness Testing (Dipstick) .....	120.00 hour
Concrete Relative Humidity/Moisture Testing .....	90.00 hour

### MATERIALS TESTING

#### CONCRETE

Compressive Strength - Concrete .....	26.00 ea
Compressive Strength – Concrete (cast by others) .....	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing) .....	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing).....	60.00 ea
Shotcrete Panel - 3 Cores Per Panel .....	200.00 ea
Additional Shotcrete Cores.....	75.00 ea
Flexural Strength - 6" x 6" Beams .....	55.00 ea
Air Dry Unit Weight.....	35.00 ea
Trimming Specimens – Per End (when required) .....	15.00 ea

#### MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder .....	26.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism.....	26.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout) .....	26.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout) .....	30.00 ea
Compressive Strength - Composite Prism .....	100.00 ea
Compressive Strength – Masonry Units .....	100.00 ea

#### AGGREGATE

Sieve Analysis, with Wet Wash .....	150.00 ea
Sieve Analysis, Dry Only.....	75.00 ea
Sieve Analysis, % Passing #200 Sieve .....	75.00 ea
Specific Gravity and Absorption - Fine Aggregate .....	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate .....	60.00 ea
Uncompacted Voids – Fine Aggregate.....	150.00 ea
Unit Weight and Voids.....	40.00 ea
Sand Equivalent .....	80.00 ea
Moisture Content .....	35.00 ea
Percent Fracture .....	80.00 ea
Organic Impurities Test.....	60.00 ea
Clay Lumps and Friable Particles .....	80.00 ea
Lightweight Pieces .....	75.00 ea
Flat/Elongated Particles.....	80.00 ea

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418  
 20527 – 67<sup>th</sup> Ave. NE, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124  
 840 SE 8<sup>th</sup> Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

# GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

## FEE SCHEDULE 2019

### ASPHALT

Asphalt Content & Gradation (Ignition Furnace) .....	275.00 ea
Maximum Specific Gravity (Rice Density) .....	100.00 ea
Asphalt Core Density/Thickness .....	40.00 ea
Asphalt Superpave Test .....	550.00 ea

### SOILS

Sieve Analysis, with Wet Sieve.....	150.00 ea
Sieve Analysis, % Passing #200 Sieve .....	75.00 ea
Sieve Analysis w/ Hydrometer.....	250.00 ea
Moisture Density Relationship (Proctor) .....	180.00 ea
Moisture Density Relationship (Proctor) w/ Sieve.....	250.00 ea
Check Point .....	80.00 ea
Moisture Content .....	35.00 ea
Atterberg Limits (3 points).....	150.00 ea
Specific Gravity .....	75.00 ea
Consolidation - 5 Loads.....	350.00 ea
Permeability - Constant Head or Falling Head (each point).....	270.00 ea
Organic Content.....	80.00 ea

### MISCELLANEOUS

Fireproofing Density Test .....	60.00 ea
Floor Moisture/RH Test Kit .....	50.00 ea
Windsor Probe Pin (Set of 3) .....	40.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- GeoTest Services, Inc. (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four hour minimum charge applies to construction inspection services, building envelope services, and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the standard rate may apply to such work including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at \$0.60 per map mile from our nearest office - portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

# GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

## FEE SCHEDULE 2019

Issued: January 1, 2019

### GENERAL CONDITIONS

1. The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
2. Client acknowledges that GTS has explained the full range of services it offers and the manner in which they could be applied to this project. Client also avers that he/she understands the value and benefit of these services and has of his/her own accord decided upon those identified in the mutually agreed to scope of work. Client agrees to hold GTS harmless and indemnify GTS for claims, demand, suit, action or assertion of any kind that arise from any work performed by GTS, and/or arise from any source due to GTS' failure to provide services that Client has specifically not included in the list of services identified in the mutually agreed to scope of work. Such duty extends to and applies to any claim, demand, suit, action or assertion raised by an employee of Client, and for this limited purpose Client waives the protection afforded by any exclusivity provision under any applicable workers' compensation or industrial insurance act, including, but not limited to, RCW Title 51. Client further agrees to indemnify and pay GTS for the cost of defending any such claims and rewards or settlements resulting there from.
3. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GTS's work. GTS shall have no duty or obligation to any third party greater than that set forth in GTS's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GTS shall constitute acceptance of the terms of GTS's proposal and these General Conditions.
4. Client shall initiate all tests and inspections of the site, materials and work performed by GTS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GTS's recommendations. No claims for loss, damage or injury shall be brought against GTS by Client or any third party unless all tests and inspections have been so performed and unless GTS's recommendations have been followed. Client agrees to indemnify, defend and hold GTS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or GTS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GTS, its officers, agents or employees.
5. GTS's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GTS shall not be responsible for evaluating, reporting of affecting job conditions concerning health, safety or welfare. GTS's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay GTS's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
7. The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimated based on contract documents and construction schedules made available at the time of proposal preparation. Since construction schedules, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.
8. GTS is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, GTS will take out additional General Liability Insurance to the limits Client requires at client's expense.
9. GTS will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in GTS reports are opinions and/or interpretations based on professional judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact GTS immediately to authorize further appropriate evaluation. GTS agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by GTS; provided, however, that any such liability to any third party arising out of GTS's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid.
10. Except to the extent specifically addressed in Paragraph 9, Client agrees to indemnify, defend and hold GTS, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of GTS's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GTS to the extent that GTS shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to GTS the costs and expenses incurred by GTS to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418  
 20527 – 67<sup>th</sup> Ave. NE, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124  
 840 SE 8<sup>th</sup> Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

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

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

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**OR**

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

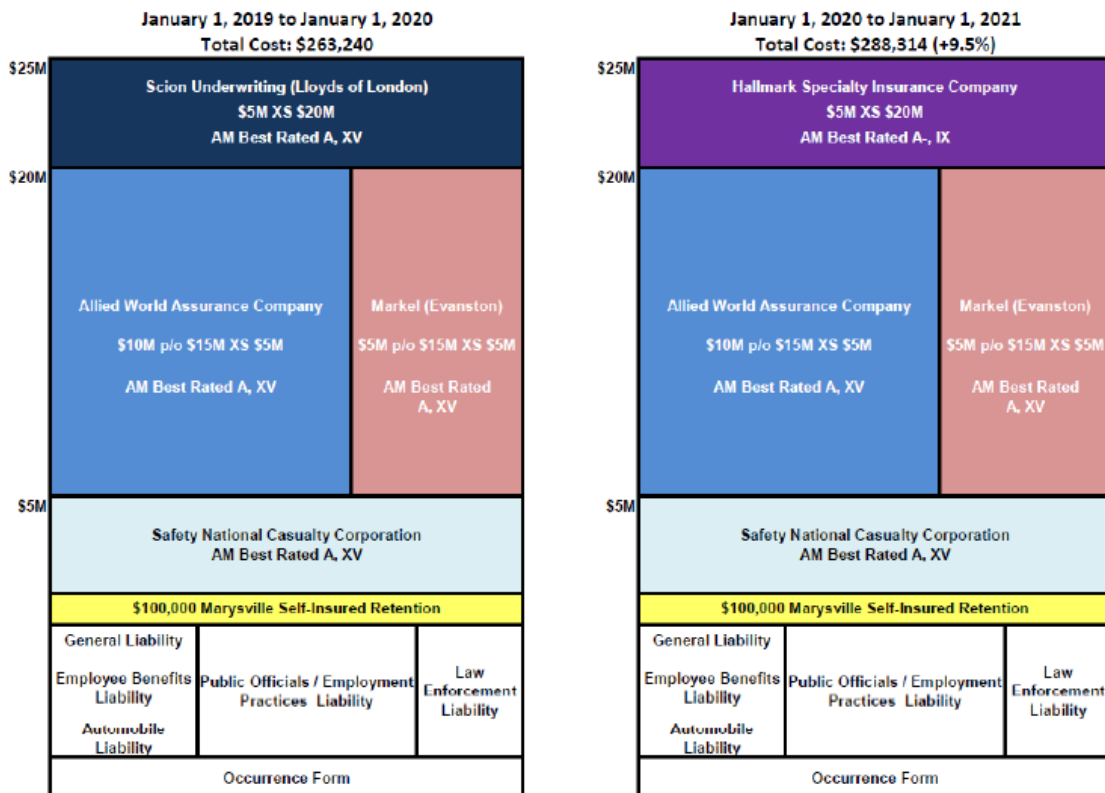
*Update*  
*Index # 28*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12-9-2019**

<b>AGENDA ITEM:</b>	
City of Marysville Liability Insurance Renewal	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Diana Rose	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$288,314.00
<b>SUMMARY: The city's liability insurance is up for renewal. Our current policy expires January 1, 2020. The cost to insure the city has increased slightly from \$263,240 to \$288,314. This is directly linked to the challenging liability insurance market.</b>	



**RECOMMENDED ACTION:**  
To authorize the Mayor and/or delegate to enter into an agreement with Alliant Insurance Services not to exceed \$288,314.00.

# *Index #21*



# 156th Street NE

## Railroad Overcrossing

### Project Background

The 156th Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate 5. This crossing was once a public at-grade road crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of future growth needs west of I-5. Reinstating this crossing will support future development and provide much-needed expanded public access to and from I-5 for north Snohomish County residents and businesses.

**Total Request: \$17,700,000**



Former at-grade RR crossing closed in early 2000s

### Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172nd Street NE). A future I-5 interchange at 156th Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Triangle, a railroad overcrossing at 156th Street NE will better accommodate traffic circulation and growth in the region.

### Development

The City of Marysville, in partnership with adjacent property owners, constructed the overcrossing at 156th and I-5 in 2013 to spur development and provide access to the newly designated regional Cascade Industrial Center and the Lakewood Triangle. Tremendous commercial and industrial growth is underway in the Cascade Industrial Center and within the Lakewood Triangle. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172nd Street NE) and I-5.

### Improvements

Total project cost for the 156th Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$17.7M including design, permitting, right-of-way and construction. This estimate is based on a preliminary design completed in 2019. The project is supported by BNSF, WSDOT, Snohomish County and other local agencies. The City's request of \$17.7M would fully fund the project.



Overcrossing at I-5 & 156th Street NE



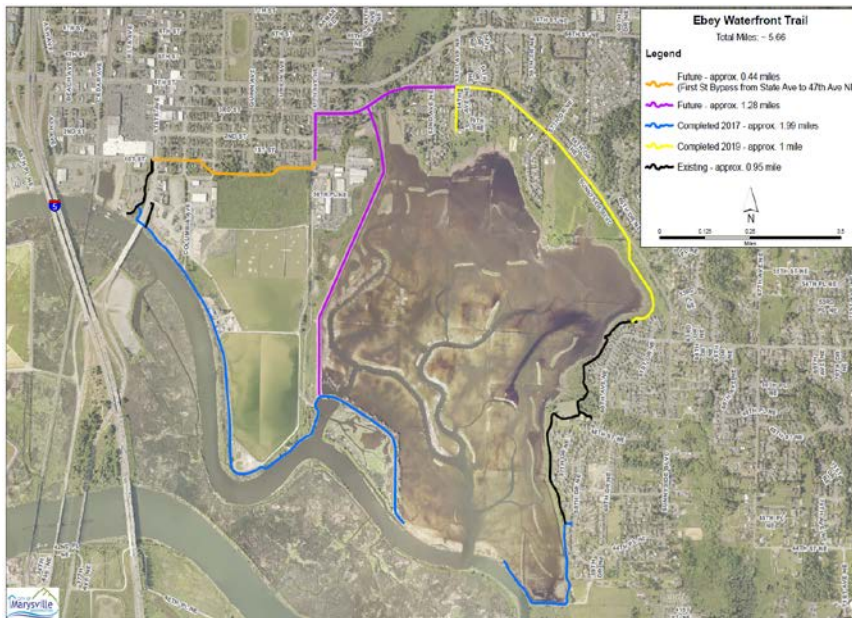


# Ebey Waterfront Trail Phase IV

## Project Background

Total Request: \$500,000

The Ebey Waterfront Trail project represents a significant improvement by the City of Marysville to improve its image by developing a regional destination that connects users with shoreline access to the newly restored Qwuloolt Estuary, the Ebey Slough waterfront and various parks located along the trail. The project also aims to support environmental awareness, promote tourism and build upon the economic redevelopment of the City's Downtown.

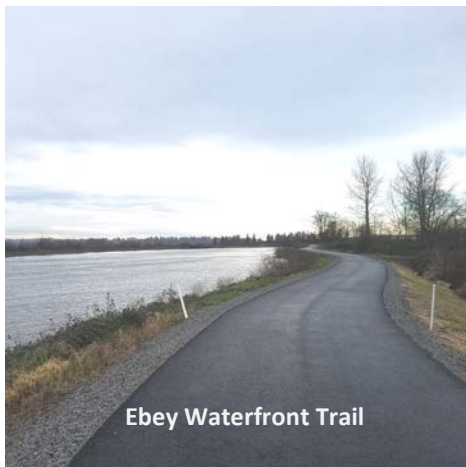


## Improvements

The City has completed several phases of the six-mile planned trail network. A one-mile segment on Sunnyside Blvd south of 53rd Avenue NE was completed in 2019. Construction of this phase was funded in part by legislative appropriations received in 2018.

As depicted in the graphic above (as shown in purple), the next phase will extend the trail on Sunnyside Blvd west of 53rd Avenue NE, south on 47th Avenue NE and connect with the multi-use path currently under construction as part of the First Street Bypass project. Additionally, the trail will connect along the newly constructed dike which was installed prior to the breach that created the Qwuloolt Estuary. This remaining 1.28 miles represents a gap in the Ebey Waterfront Trail system that, once complete, will provide nearly six (6) miles of fully connected trails.

The project is currently under preliminary design and the City will be advancing the design. The City requests \$500,000 to secure right-of-way which will be required for construction. Right-of-way funds will help the City secure additional funds in order to advance construction.



Ebey Waterfront Trail



View from Ebey Waterfront Trail

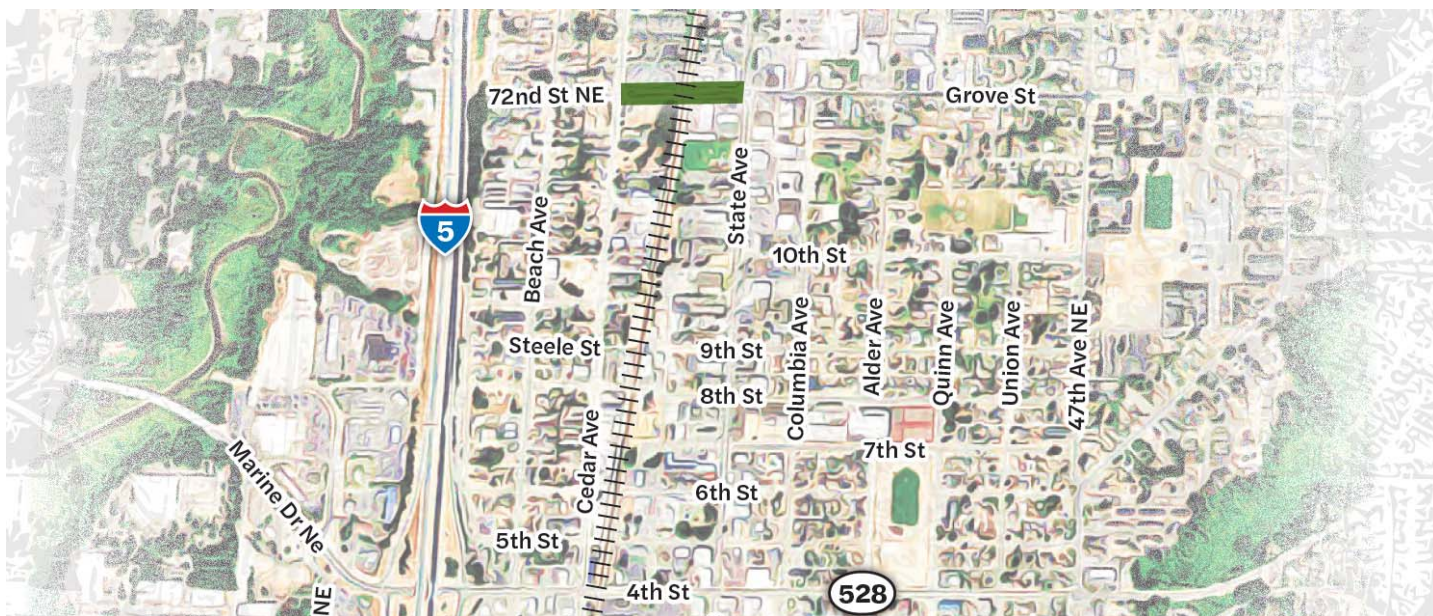
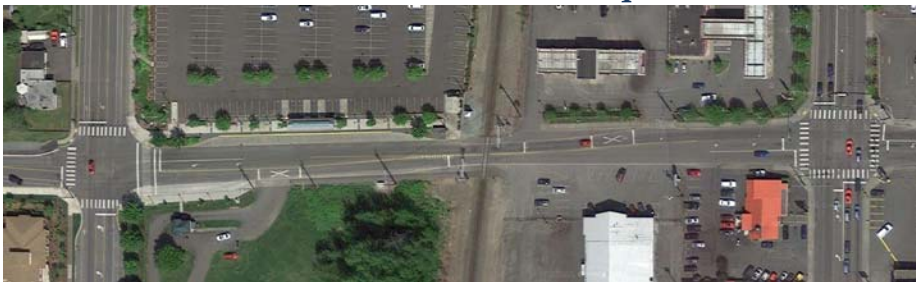


# Grove Street Overcrossing

**Total Request: \$24,000,000**

## Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



Existing At-Grade

## Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

A 30% design effort has been completed with \$500K from the State and \$400K from the City. The total remaining project cost is estimated at \$24M including design, permitting, right-of-way and construction. The City's request of \$24M would fully fund the remainder of the project.