

**Marysville City Council Work Session**

**January 4, 2021**

**7:00 p.m.**

**City Hall**

**PUBLIC NOTICE:**

**Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person.**

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

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

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

- 1. Approval of the December 7, 2020 City Council Work Session Minutes

**Consent**

- 2. Approval of the December 16, 2020 Claims in the Amount of \$967,993.71 Paid by EFT Transactions and Check Numbers 145135 through 145321

- 3. Approval of the December 23, 2020 Claims in the Amount of \$3,504,580.64 Paid by EFT Transactions and Check Numbers 145322 through 145471

- 4. Approval of the December 24, 2020 Payroll in the Amount of \$1,871,865.46 Paid by EFT Transactions and Check Numbers 33322 through 33333

- 5. Approval of the December 28, 2020 Claims in the Amount of \$1,547,542.10 Paid by EFT Transactions and Check Numbers 145472 through 145563 with Check Number 144642 Voided

***Work Sessions are for City Council study and orientation – Public Input will be received at the January 11, 2021 City Council meeting.***

### **Review Bids**

6. Consider the Centennial Trail Connector Project Contract with Trimaxx Construction, Inc. in the Amount of \$1,316,359.58 and Approve a Management Reserve of \$133,640.42 for a Total Allocation of \$1,450,000.00

### **Public Hearings**

#### **New Business**

7. Consider the Fuel Tax Grant Agreement and Project Funding Status Form for TIB Grant Construction Funding of State Avenue from 104<sup>th</sup> PI NE to 116<sup>th</sup> St NE

8. Consider the Agreement with Washington State Department of Transportation for the SR 529 Roundabout Gateway Sign Treatment

9. Consider the Professional Services Agreement for the 156<sup>th</sup> Street NE Improvements Project with Otak, Inc. in the Amount of \$270,658.00

10. Consider to Accept the 1<sup>st</sup> Street Bypass Project, Starting the 45-day Lien Filing Period for Project Closeout

11. Consider to Accept the WWTP Headworks Retrofit Project, Starting the 60-day Lien Filing Period for Project Closeout

12. Consider the Authorized User Agreement with Snohomish County 911 for Data Sharing Software known as RAADAR

13. Consider Approving the Utility Relief Grant Program **(Action Requested January 4, 2021)**

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **Adjournment/Recess**

### **Executive Session**

A. Litigation

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

**January 4, 2021**

**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.

# *Index #1*



**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Work Session  
Minutes  
December 7, 2020**

**Call to Order / Invocation / Pledge of Allegiance**

Mayor Jon Nehring called the December 7, 2020 Work Session to order at 7:00 p.m. and led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

Council Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Finance Director Sandy Langdon, Chief Administrative Officer Gloria Hirashima, Police Chief Erik Scairpon, City Attorney Jon Walker, Parks & Recreation Director Tara Mizell, Interim Community Development Director Allan Giffen, Human Resources Manager Teri Lester, Community Information Officer Connie Mennie, Information Services Manager Worth Norton, Systems Analyst Mike Davis, Assistant Police Chief Goldman, Fire Chief Martin McFalls, Public Works Director Kevin Nielsen, City Engineer Jeff Laycock

**Approval of the Agenda**

Mayor Nehring commented that staff was asking Council to consider a motion to waive normal rules in order to act on an EASC Technical Services Agreement regarding grant monies.

**Motion** to approve the agenda with the change of adding the EASC Technical Services Agreement and waiving normal rules for potential action moved by Councilmember Richards seconded by Councilmember James.

**AYES: ALL**

### **Committee Reports**

Councilmember Muller reported on the Public Works Committee meeting held on Friday where they discussed the upcoming contract expiration with Waste Management for recycling, the doubling of Waste Management's current quote for service, the upcoming annexation in 2022, and the expiration of the Snohomish County contract for recycling in 2023. Public Works has been struggling with some issues with the ponds. The headworks are installed and working so well that they have created a refuse problem that needs to be dealt with.

Councilmember Richards reported on last Wednesday's Snohomish County Tomorrow meeting. The group went over the 2020 Growth Monitoring Report and also received an update on Sound Transit.

Council President Norton reviewed the November 24 Public Safety Committee meeting where the committee discussed the following: the department's under-budget operations; promotions within the department; a potential application for a regional mental health grant; open positions with some upcoming retirements; crime numbers going down; an update on the regional civil unrest team; an update on code enforcement and embedded social worker programs; and an update on the coat drive.

Councilmember Stevens reported on today's Economic Development Committee meeting. The committee received updates on proposed exterior and interior artwork for the new civic center. There was also some discussion on issues related to the city's mixed use zone and branding efforts for the Cascade Industrial Center.

Councilmember King reported on the December 2 Fire Board planning meeting. Three proposals for remodeling Station 63 were presented. Councilmember King also reported on the December 3 Island County Fire Commissioner's meeting where the group received an update from Snohomish County Health District on the Covid-19 situation and also discussed its impact on fire departments.

### **Presentations**

### **Audience Participation**

### **Approval of Minutes**

1. Approval of the November 2, 2020 City Council Work Session Minutes
2. Approval of the November 9, 2020 City Council Meeting Minutes

### **Consent**

3. Approval of the November 18, 2020 Claims in the Amount of \$778,534.05 Paid by EFT Transactions and Check Numbers 144619 through 144781 with Check Number 143714 Voided
4. Approval of the November 25, 2020 Payroll in the Amount of \$1,398,025.23 Paid by EFT Transactions and Check Number 33303 through 33308
5. Approval of the November 25, 2020 Claims in the Amount of \$658,655.86 Paid by EFT Transactions and Check Numbers 144782 through 144878 with No Check Number Voided
6. Approval of the December 2, 2020 Claims in the Amount of \$4,343,478.33 Paid by EFT Transactions and Check Numbers 144879 through 144985 with No Check Number Voided

### **Review Bids**

### **Public Hearings**

7. Consider a Public Hearing to Allow for Public Comment Concerning the Planning Process to Consider Amendments to the MMC Related to Enhanced Services Facilities

Interim Director Giffen summarized this item. There were no comments or questions.

### **New Business**

8. Consider the Local Agency Supplemental Agreement No. 1 and Local Agency Federal Aid Project Prospectus with WSDOT for 80th St NE Non-Motorized Project Funding

Director Nielsen reviewed this item related to grant money. There were no comments or questions.

9. Consider the Supplemental Agreement No. 1 with Transportation Solutions, Inc. for Construction Support Services for the 2019 Citywide Highway Safety Improvements Project

Director Nielsen reviewed this item also related to a federal grant for safety improvements around the city.

10. Consider the 2020 Biosolids Removal and Reuse Project, Starting the 60-day Lien Filing Period for Project Closeout

Director Nielsen explained that the project is done and needs to be accepted to start the lien period.

11. Consider the Supplemental Agreement No. 7 with KPG, Inc., Extending the Agreement to December 31, 2021 and Authorizing \$40,719.11 in Additional Funds for Design Support

Director Nielsen explained this is another federal grant the City received for improvements.

12. Consider the Department of Commerce Grant Funding Agreement Thereby Securing Construction Funding for the Centennial Trail Project

Director Nielsen reviewed this item.

13. Consider the Construction Agreement with WSDOT for the Centennial Trail Connector Project

Director Nielsen reviewed the WSDOT Construction Agreement required to do work on the trail.

14. Consider the Americans with Disabilities Act (ADA) Transition Plan

City Engineer Laycock made a PowerPoint presentation regarding the ADA Transition Plan. Clarification questions followed.

15. Consider the Agreement with the Department of Ecology, Accepting a \$190,000.00 Grant for Publicly Available Electric Vehicle Supply Equipment

CAO Hirashima reviewed this grant agreement with the Department of Ecology which allows installation of high-speed electric charging equipment at the new civic center.

Councilmember James asked if the equipment would be able to charge Tesla cars. CAO Hirashima thought that it would. Council President Norton asked about the amount of use and income expected for these. CAO Hirashima was not sure, but indicated that the City would be able to set the rates. Council President Norton asked what other areas in the state have put these in with this grant. CAO Hirashima indicated she could get that information.

Councilmember Richards asked if the City's investment in this would be recouped. CAO Hirashima did not think there were plans for that; it is being included as part of the overall public benefit of the civic center project.

16. Consider the Interlocal Agreement with Revisions and the Interlocal Agreement Establishing the Snohomish Regional Drug Task Force

Assistant Chief Goldman reviewed this item. There were no questions or comments.

- 17. Consider Approving the Interlocal Agreement with Snohomish County for CARES Act Funding (Action Requested December 7, 2020)

Director Langdon discussed this interlocal agreement with the County to extend the business relief grant program.

**Motion** to waive normal Council rules in order to take action on this item moved by Councilmember Richards, seconded by Council President Norton.

**AYES: ALL**

**Motion** to authorize the Mayor to execute and sign the Interlocal Agreement with Snohomish County for CARES Act Funding moved by Councilmember Stevens seconded by Councilmember Muller.

**AYES: ALL**

- 18. Consider the NASPO Political Subdivision Addendum with US Bank

Director Langdon reviewed this item related to a new purchase card program.

- 19. Consider an Ordinance Amending the 2020-2021 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160

Director Langdon explained that this was a cleanup budget amendment.

- 20. Consider an Ordinance to Amend MMC Chapter 3.51 Petty Cash Fund

Director Langdon reviewed this item.

- 21. Consider an Ordinance to Repeal MMC Chapter 3.99 Relating to the Ken Baxter Senior/Community Center Appreciation Fund

Director Langdon summarized this item which would eliminate the fund and transfer the remaining balance to the General Fund.

- 22. Consider a Resolution to Approve Temporary Community Uses of Parking Lots and Vacant City Property

CAO Hirashima explained the purpose of this resolution which would allow for uses that don't conflict with city operations and are less than 48 hours on the weekend with other conditions.

NEW: EASC Technical Services Agreement (Action Requested December 7, 2020)

CAO Hirashima reviewed this item which would allow the City to receive \$30,000 in CARES funding through the EASC for working on a strategic plan for the downtown waterfront.

**Motion** to authorize the Mayor to sign the EASC Technical Services Agreement accepting the grant award of \$30,000 moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

## Legal

### Mayor's Business

#### 23. 2021 State Legislative Priorities

Mayor Nehring reviewed the state legislative priorities as included in the packet.

Other items from Mayor Nehring:

- Thanks to Council President Norton for chairing the last meeting in his absence.
- Councilmember Vaughan has agreed to a reappointment to the Snohomish Health District Committee. Council will need to reappoint him at some point. Director Langdon indicated that item would be added to the next agenda.
- He noted that a draft ILA with a recommendation to do a \$1 contribution to the Health District would also be added to the agenda.
- Thanks to Parks, Culture and Recreation for the Christmas tree and water tower lighting.
- The tour of lights kicks off this week. 75 homes and businesses have signed up to decorate.

### Staff Business

Chief Scairpon discussed an upcoming grant to expand mental health support offerings. Regarding crime statistics, crimes against society were crimes that were relatively high. The reason for this is because of the great work teams out in the field are doing. The Police Department collected over 320 coats for the coat drive and raised about \$1300 for the holiday toy drive. He thanked the community for their support.

Interim Director Giffen had no comments.

Director Nielsen discussed an upcoming grant for \$2.3 million from DOE to build 2<sup>nd</sup> Street like 3<sup>rd</sup> Street and to do improvements to Cedar from 1<sup>st</sup> to 4<sup>th</sup>. The City also received a TIB grant for the second phase of State Avenue for \$4 million. He announced he would be retiring in early 2021. Mayor Nehring expressed appreciation for all of his hard work and accomplishments and noted he would be missed.

Director Langdon had no further comments.

Director Mizell reminded everyone to join in the great tour of lights.

HR Manager Lester commented that the tour of lights is getting a lot of attention on Facebook.

Chief McFalls congratulated Director Nielsen on a fantastic career and all the contributions he has made to Marysville. He will be missed. Chief McFalls also gave props to the Marysville firefighters and thanked Chief Scairpon for all the work they did at Kohls to raise money and coats. He has heard that they raised \$5000 cash and 600 coats.

City Attorney Walker stated there was no Executive Session needed.

CAO Hirashima noted there would be plenty of time to thank Director Nielsen, but commented she was sad about his decision. She also added that the work the City is doing for paving the parking lot is creditable toward the City's portion of the required match for the charging station grant.

### **Call on Councilmembers**

Councilmember Muller commented on Director Nielsen's great contributions to the community. He also noted that Marysville is looking really festive.

Councilmember Stevens commented that he was very happy for Director Nielsen and thankful for the legacy he has built in the City.

Councilmember Vaughan expressed disappointment for Director Nielsen's decision to retire.

Councilmember James expressed appreciation to Director Nielsen and noted that Marysville is looking great.

Councilmember Richards commented that Director Nielsen would be missed. He asked about a plan for recycling trees this year. Director Nielsen commented that Public Works is working with Parks to make sure that is handled.

Councilmember King noted that the clothing and toy distribution would be held at Grove Street Church this Thursday. He expressed appreciation to Director Nielsen for his contributions to the City.

Council President Norton commented that they weren't surprised, but they were sad about Director Nielsen's retirement.

### **Adjournment**

The meeting was adjourned at 8:15 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Mayor  
Jon Nehring



# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2021**

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>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the December 16, 2020 claims in the amount of \$967,993.71 paid by EFT transactions and Check No.'s 145135 through 145321.</b></p> <p>COUNCIL ACTION:</p>
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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 **\$967,993.71 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 145135 THROUGH 145321**, 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 **11<sup>th</sup> DAY OF JANUARY 2021**.

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145135	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	38,677.12
145136	ACAPULCO, INC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145137	ALEXANDER, BRADLEY ALEXANDER, BRADLEY	UB REFUND	WATER/SEWER OPERATION	60.81
145138	ALL APPROACH LLC	BUSINESS RELIEF GRANT	WATER/SEWER OPERATION	212.15
145139	ALLIANCEONE	COLLECTIONS FEE	ECONOMIC SUPPORT	10,000.00
145140	AMAZON CAPITAL	CREDIT MEMO	WATER/SEWER OPERATION	191.49
	AMAZON CAPITAL		PARK & RECREATION FAC	-125.65
	AMAZON CAPITAL		PARK & RECREATION FAC	-50.26
	AMAZON CAPITAL		PARK & RECREATION FAC	-50.26
	AMAZON CAPITAL	COVID SUPPLIES	GENERAL SERVICES - OVERH	13.61
	AMAZON CAPITAL	BULBS	PARK & RECREATION FAC	85.23
	AMAZON CAPITAL	SCOTCHGUARD	ROADSIDE VEGETATION	100.53
	AMAZON CAPITAL	EDISON BULBS	PARK & RECREATION FAC	226.17
	AMAZON CAPITAL	COVID SUPPLIES	ECONOMIC SUPPORT	251.45
	AMAZON CAPITAL	UNIFORM	COMMUNITY DEVELOPMENT-	268.75
145141	AMERICAN CLEANERS	DRY CLEANING	YOUTH SERVICES	22.02
	AMERICAN CLEANERS		POLICE PATROL	29.50
	AMERICAN CLEANERS		DETENTION & CORRECTION	30.22
	AMERICAN CLEANERS		POLICE INVESTIGATION	31.53
	AMERICAN CLEANERS		DETENTION & CORRECTION	51.79
	AMERICAN CLEANERS		POLICE ADMINISTRATION	77.76
	AMERICAN CLEANERS		POLICE ADMINISTRATION	121.84
145142	ANDERSON, KRISTEN	PROTEM SERVICES	MUNICIPAL COURTS	370.00
145143	ANOTHER CASTLE ARC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145144	ANOTHER CASTLE, LLC		ECONOMIC SUPPORT	10,000.00
145145	BANK OF AMERICA	ZOOM CONFERENCING	FINANCE-GENL	8.95
	BANK OF AMERICA		EXPENSES TO FACILITATE	60.12
	BANK OF AMERICA		COMPUTER SERVICES	125.91
145146	BANK OF AMERICA	ADVERTISING	PERSONNEL ADMINISTRATIOI	350.00
145147	BANK OF AMERICA	EQUIPMENT	PERSONNEL ADMINISTRATIOI	209.85
	BANK OF AMERICA		EXECUTIVE ADMIN	209.86
	BANK OF AMERICA		EXPENSES TO FACILITATE	303.86
145148	BANK OF AMERICA	RENEWALS	UTIL ADMIN	1,038.04
145149	BANK OF AMERICA	CONFERENCE	PUBLIC HEALTH EXPENSE	106.33
	BANK OF AMERICA		STORM DRAINAGE	200.00
	BANK OF AMERICA		TRAINING	525.00
	BANK OF AMERICA		UTIL ADMIN	1,176.00
145150	BARAJAS, FERNANDO BA	UB REFUND	WATER/SEWER OPERATION	156.46
145151	BARNES, KAY BARNES, KAY	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	BARNES, KAY		PARKS-RECREATION	15.00
145152	BARTON, JUDITH BARTON, JUDITH		PARKS-RECREATION	15.00
	BARTON, JUDITH		PARKS-RECREATION	15.00
145153	BEATRICE COGHILL	UB REFUND	WATER/SEWER OPERATION	85.36
145154	BHINDI, GAURAV AMIS		WATER/SEWER OPERATION	112.54
145155	BLANCAS SKIN CARE AN	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145156	BLANTON, TIM BLANTON, TIM	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	BLANTON, TIM		PARKS-RECREATION	15.00
145157	BOUJEE BABES BOUTIQU	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145158	BOWEN, PATTY BOWEN, PATTY	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	BOWEN, PATTY		PARKS-RECREATION	15.00
145159	BOYD, RAE	PROFESSIONAL SERVICES	DETENTION & CORRECTION	1,320.00
145160	BOYDEN INVESTMENT	UB REFUND 10413 62ND DR NE 98270	WATER/SEWER OPERATION	72.66
145161	BOYDEN INVESTMENT	UB REFUND 10400 60TH AVE NE 98270	WATER/SEWER OPERATION	72.66
145162	BRADBURN, LAURA BRADBURN, LAURA	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	BRADBURN, LAURA		PARKS-RECREATION	15.00
145163	BRAGG, GENE BRAGG, GENE		PARKS-RECREATION	15.00
	BRAGG, GENE		PARKS-RECREATION	15.00
145164	BRAVE, ANGEL		PARKS-RECREATION	60.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145165	BREEZEWAY THERAPEUTI	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	
145166	BRITTEN, DREW	EVENT CANCELLATION - COVID	PARKS-RECREATION	5,000.00
	BRITTEN, DREW		PARKS-RECREATION	15.00
145167	C M HEATING	REFUND PERMIT FEE	PARKS-RECREATION	15.00
	C M HEATING		NON-BUS LICENSES AND PEF	65.00
	C M HEATING		NON-BUS LICENSES AND PEF	90.00
145168	CAPITAL INDUSTRIES	DUMPSTERS	COMMUNITY DEVELOPMENT	100.00
145169	CARBELLO, SARA	EVENT CANCELLATION - COVID	SOLID WASTE OPERATIONS	8,243.95
	CARBELLO, SARA		PARKS-RECREATION	15.00
145170	CARPENTER, RACHEL		PARKS-RECREATION	15.00
	CARPENTER, RACHEL		GENERAL FUND	250.00
145171	CASCADE MUSIC TEACH	BUSINESS RELIEF GRANT	PARKS-RENTS & ROYALTIES	1,550.00
145172	CENTRAL WELDING SUPP	GLOVES	ECONOMIC SUPPORT	10,000.00
	CENTRAL WELDING SUPP	ASPHALT	ER&R	139.29
	CENTRAL WELDING SUPP	SHOVELS	ER&R	141.00
	CENTRAL WELDING SUPP	INVENTORY	ER&R	171.49
145173	COASTAL FARM & HOME	CREDIT FOR RETURN	ER&R	950.79
145174	COBB, ELAINE E	BUSINESS RELIEF GRANT	UTIL ADMIN	34.84
145175	COLEMAN, RHONDA	EVENT CANCELLATION - COVID	ECONOMIC SUPPORT	5,000.00
	COLEMAN, RHONDA		PARKS-RECREATION	15.00
145176	CONTECH ENGINEERED	PROJECT #454146	PARKS-RECREATION	15.00
145177	COOP SUPPLY	50' HOSE	STORM DRAINAGE	933.44
145178	COSTA, RIETTA	EVENT CANCELLATION - COVID	STORM DRAINAGE	27.31
145179	CRYSTAL SPRINGS	WATER COLLER RENTAL	PARKS-RECREATION	105.00
145180	D & D MADRID LLC	BUSINESS RELIEF GRANT	COMMUNITY DEVELOPMENT-	16.67
145181	DALE ANDERSON DOZING		ECONOMIC SUPPORT	5,000.00
145182	DARBY, JOHN	EVENT CANCELLATION - COVID	ECONOMIC SUPPORT	10,000.00
	DARBY, JOHN		PARKS-RECREATION	15.00
145183	DEEN, ROSEMARIE	BUSINESS RELIEF GRANT	PARKS-RECREATION	15.00
145184	DELL	HARD DRIVE REPLACEMENT	ECONOMIC SUPPORT	10,000.00
	DELL	DETECTIVE'S LAPTOP	IS REPLACEMENT ACCOUNTS	336.22
145185	DEROODE, MELISSA M	UB REFUND	IS REPLACEMENT ACCOUNTS	3,270.55
145186	DESANTIS, ANNE	INTERPRETER SERVICES	WATER/SEWER OPERATION	144.58
145187	DOS GALLITOS INC	BUSINESS RELIEF GRANT	COURTS	130.00
145188	DOUP, SADA JAMES		ECONOMIC SUPPORT	10,000.00
145189	E&E LUMBER	FENCING	ECONOMIC SUPPORT	10,000.00
	E&E LUMBER	SUPPLIES	ROADSIDE VEGETATION	20.17
	E&E LUMBER		PRO ACT TEAM	27.27
145190	EDGE ANALYTICAL	LAB ANALYSIS	PARK & RECREATION FAC	138.84
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
145191	EISENHART, LAURIE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	EISENHART, LAURIE		PARKS-RECREATION	15.00
145192	EKIN, LINNEA & BRADL	UB REFUND	WATER/SEWER OPERATION	327.18
145193	ESRI	ARCGIS IMAGE ANALYST	STORM DRAINAGE	327.90
145194	EVERETT STAMP WORKS	SUPPLIES	POLICE ADMINISTRATION	39.24
145195	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	2,870.00
145196	FEDEX	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	22.65
145197	FERRELLGAS	61.3 GALLONS PROPANE	ROADWAY MAINTENANCE	126.29
	FERRELLGAS		TRAFFIC CONTROL DEVICES	126.29
145198	FRANCO-LARA, RODRIGO	UB REFUND	WATER/SEWER OPERATION	350.00
145199	GARY'S GUTTER SERV	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145200	GEDDES, BRENDA	OFFICE CHAIR	ENGR-GENL	174.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145201	GEER, MICHAEL GEER, MICHAEL	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145202	GOVCONNECTION INC GOVCONNECTION INC GOVCONNECTION INC	HEADSET AND ADAPTERS	PARKS-RECREATION COMPUTER SERVICES COMPUTER SERVICES	15.00 73.45 73.45
145203	GREENWOOD, WALTER GREENWOOD, WALTER	ARUBA EVENT CANCELLATION - COVID	COMPUTER SERVICES PARKS-RECREATION	176.17 15.00
145204	GUSINSKY, MICHELLE &	UB REFUND	PARKS-RECREATION	15.00
145205	HAINLINE, BILL		WATER/SEWER OPERATION	36.77
145206	HAZEN, KIMBERLY L	BUSINESS RELIEF GRANT	WATER/SEWER OPERATION	85.69
145207	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	CEDAR AVE WATERMAIN EDWARD SPRINGS COLLECTORS 100TH STREET WATER SERVICE	ECONOMIC SUPPORT WATER MAINS INSTALL SOURCE OF SUPPLY WATER SERVICES	10,000.00 374.69 469.07 1,150.67
145208	HOME PLATE CLUBS INC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145209	HOWATT, DARRELL		ECONOMIC SUPPORT	10,000.00
145210	HUNDLEY, KAREN HUNDLEY, KAREN	EVENT CANCELLATION - COVID	PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145211	HYLARIDES, LETTIE HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS COURTS	100.00 112.50
145212	IVIE, JAMES & SHERI	UB REFUND	WATER/SEWER OPERATION	88.96
145213	JACOBSON, CAROLE		WATER/SEWER OPERATION	28.77
145214	JAMIE JEFFERSON LMP	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145215	JENKS, MIKE JENKS, MIKE	EVENT CANCELLATION - COVID	PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145216	JOHNSON, SCOTT		PARKS-RECREATION	60.00
145217	KAFE NEO MARYSVILLE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145218	KAR GOR INC	TRAFISENSE 2 SYSTEM SPARE PARTS	TRANSPORTATION MANAGEM	5,218.90
145219	KRAZY SNACKZ & ANTO	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145220	KT TRAN CORP		ECONOMIC SUPPORT	10,000.00
145221	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	100.00
145222	LANGAN, MARGARET	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145223	LASCH, DON LASCH, DON		PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145224	LENNAR NORTHWEST INC	UB REFUND 8022 35TH ST NE 98270	WATER/SEWER OPERATION	183.62
145225	LENNAR NORTHWEST INC	UB REFUND 8014 35TH ST NE 98270	GARBAGE	268.62
145226	MADDUX, ANGELA C	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145227	MAILBOX JUNCTION MAILBOX JUNCTION	SHIPPING	POLICE PATROL POLICE INVESTIGATION	46.58 111.20
145228	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	236,952.00
145229	MARYSVILLE PRINTING MARYSVILLE PRINTING	BUSINESS CARDS BUSINESS RELIEF GRANT	POLICE INVESTIGATION ECONOMIC SUPPORT	68.53 10,000.00
145230	MCCLIMANS, KRISTA MCCLIMANS, KRISTA	EVENT CANCELLATION - COVID	PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145231	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	1,155.00
145232	MCFALLS, JOSHUA	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145233	MEGASTROY LLC		ECONOMIC SUPPORT	10,000.00
145234	MERIDIAN CENTER ELEC	REFUND PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
145235	MITCHELL, JEANNE MITCHELL, JEANNE	EVENT CANCELLATION - COVID	PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145236	MONICAS SALON	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145237	MOORE, MERLE MOORE, MERLE	EVENT CANCELLATION - COVID	PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145238	MORGAN, EVELYN MORGAN, EVELYN		PARKS-RECREATION PARKS-RECREATION	15.00 15.00
145239	MULVANEY, MELINDA		PARKS-RECREATION	60.00
145240	MURRAY'S HAIRCUTS	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145241	NATIONAL BARRICADE NATIONAL BARRICADE	SIGNS SIGN BLANKS	TRANSPORTATION MANAGEM TRANSPORTATION MANAGEM	372.67 5,022.88

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145242	NC MACHINERY COMPANY	CREDIT - WRONG CHARGE	ER&R	-31.54
	NC MACHINERY COMPANY	FUEL FILTER	ER&R	31.34
	NC MACHINERY COMPANY		ER&R	31.54
145243	NEFF, BONNIE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	NEFF, BONNIE		PARKS-RECREATION	15.00
145244	NORTHWEST PERMIT	REFUND PERMIT FEE	COMMUNITY DEVELOPMENT	131.00
145245	PAULINO, JAMES & TRE	UB REFUND	WATER/SEWER OPERATION	203.21
145246	PAUNCHY ELEPHANT	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145247	PEDRO, TERI	UB REFUND	WATER/SEWER OPERATION	7.84
145248	PETTY CASH- POLICE	PETTY CASH REIMBURSEMENT	DETENTION & CORRECTION	6.82
145249	PETTY CASH- PW		ENGR-GENL	8.25
	PETTY CASH- PW		EQUIPMENT RENTAL	61.75
	PETTY CASH- PW		EQUIPMENT RENTAL	61.75
145250	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE	PRO-SHOP	7,273.29
	PGC INTERBAY LLC		MAINTENANCE	10,549.36
145251	PILCHUCK RENTALS	GENIE BOOM LIFT RENTAL & DELIVERY	PARK & RECREATION FAC	43.67
	PILCHUCK RENTALS		PARK & RECREATION FAC	497.31
	PILCHUCK RENTALS	BOOM LIFT RENTAL	ROADSIDE VEGETATION	3,978.52
145252	PLATT ELECTRIC	CREDIT MEMO	METER READING	-563.00
	PLATT ELECTRIC	DCU POLE/STREET LIGHT PARTS/POWER ADAPTERS	METER READING	41.10
	PLATT ELECTRIC		METER READING	92.16
	PLATT ELECTRIC		METER READING	113.18
	PLATT ELECTRIC	PARTS FOR STATE AVE DECORATIVE LIGHT POLES	STREET LIGHTING	192.13
	PLATT ELECTRIC	DCU POLE/STREET LIGHT PARTS/POWER ADAPTERS	METER READING	316.42
	PLATT ELECTRIC	PARTS FOR STATE AVE DECORATIVE LIGHT POLES	STREET LIGHTING	372.20
	PLATT ELECTRIC	DCU POLE/STREET LIGHT PARTS/POWER ADAPTERS	METER READING	2,087.94
145253	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-7.25
	POLICE & SHERIFFS PR		POLICE PATROL	85.17
145254	POWELL, STEVE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	POWELL, STEVE		PARKS-RECREATION	15.00
145255	POWERS, JESSICA & TI	UB REFUND	WATER/SEWER OPERATION	46.40
145256	PROFORCE LAW ENFORC	AMMO	POLICE TRAINING-FIREARMS	244.18
145257	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #202177861	PUMPING PLANT	14.04
	PUD	ACCT #204933311	PUMPING PLANT	17.01
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #200998532	PARK & RECREATION FAC	20.41
	PUD	ACCT #221100092	GMA - STREET	20.41
	PUD	ACCT #202368551	PARK & RECREATION FAC	20.42
	PUD	ACCT #201380995	PUMPING PLANT	21.28
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	25.29
	PUD	ACCT #202791166	PUMPING PLANT	27.87
	PUD	ACCT #201610185	TRANSPORTATION MANAGEM	32.37
	PUD	ACCT #201670890	TRANSPORTATION MANAGEM	46.61
	PUD	ACCT #202140489	TRANSPORTATION MANAGEM	48.33
	PUD	ACCT #202183679	TRANSPORTATION MANAGEM	51.68
	PUD	ACCT #220153100	TRANSPORTATION MANAGEM	63.25
	PUD	ACCT #202368536	TRANSPORTATION MANAGEM	63.26
	PUD	ACCT #202102190	TRANSPORTATION MANAGEM	64.86
	PUD	ACCT #202220760	GOLF ADMINISTRATION	65.49
	PUD	ACCT #200800704	STREET LIGHTING	75.40
	PUD	ACCT #220298624	STREET LIGHTING	79.99
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	84.88
	PUD	ACCT #200869303	TRANSPORTATION MANAGEM	91.63
	PUD	ACCT #202689105	WASTE WATER TREATMENT F	113.78

**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>
145257	PUD	ACCT #202576112	STREET LIGHTING	128.50
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	133.75
	PUD	ACCT #222592917	PARK & RECREATION FAC	143.79
	PUD	ACCT #202490637	SEWER LIFT STATION	157.76
	PUD	ACCT #202030078	TRANSPORTATION MANAGEM	165.74
	PUD	ACCT #202368197	PUMPING PLANT	172.34
	PUD	ACCT #202294336	STREET LIGHTING	186.24
	PUD	ACCT #202572327	STREET LIGHTING	190.75
	PUD	ACCT #220731285	STREET LIGHTING	192.85
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #200084150	TRANSPORTATION MANAGEM	420.52
	PUD	ACCT #200625382	SEWER LIFT STATION	523.68
	PUD	ACCT #200164598	SOURCE OF SUPPLY	614.35
	PUD	ACCT #201639630	GOLF ADMINISTRATION	733.58
	PUD	ACCT #202461554	SEWER LIFT STATION	1,188.23
	PUD	ACCT #200479541	COMMUNITY CENTER	1,342.48
	PUD	ACCT #202604203	STREET LIGHTING	1,752.35
	PUD	ACCT #201098969	PUMPING PLANT	2,374.85
	PUD	ACCT #202576112	STREET LIGHTING	2,441.46
	PUD	ACCT #202604203	STREET LIGHTING	2,628.52
	PUD	ACCT #202882098	STREET LIGHTING	8,838.22
	PUD		STREET LIGHTING	13,823.89
145258	PUGET SOUND DETAIL	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	2,220.00
145259	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	33.07
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	51.25
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	108.65
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	149.35
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	218.24
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	261.02
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	326.11
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	437.86
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	756.81
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,522.71
145260	RED LEAF DESIGN	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145261	REMINISCE BY RO		ECONOMIC SUPPORT	10,000.00
145262	RESTORICAL RESEARCH	10% OF PAYMENTS FROM LIBERTY MUTUAL	SURFACE WATER CAPITAL PF	1,832.38
145263	RH2 ENGINEERING INC	PROFESSIONAL SERVICES THROUGH 11/1/20	WATER DIST MAINS	1,591.26
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	2,570.54
	RH2 ENGINEERING INC		WATER RESERVOIRS	2,709.56
145264	RICHMOND AMERICAN HO	UB REFUND 82147 57TH PL NE 98270	GARBAGE	62.88
145265	ROBBINS, KAYLENE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	ROBBINS, KAYLENE		PARKS-RECREATION	15.00
145266	ROBINETT INVESTMENT	UB REFUND 10626 66TH AVE NE 98270	WATER/SEWER OPERATION	255.21
145267	ROBINETT INVESTMENT	UB REFUND 5840 123RD PL NE 98270	WATER/SEWER OPERATION	19.43
145268	RODGERS, MICHELE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145269	RODRIGUEZ, CYNTHIA		PARKS-RECREATION	15.00
	RODRIGUEZ, CYNTHIA		PARKS-RECREATION	15.00
145270	ROY ROBINSON	OIL PRESSURE SENSOR, FILTER	EQUIPMENT RENTAL	78.49
145271	SAFETY SOURCE LLC	ROAD PLATE RENTAL	WATER MAINS INSTALL	466.71
145272	SAMANIEGO, DANIEL	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145273	SB 360 LLC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145274	SB&C, LTD.	REVISED GARNISHMENT PAYMENT	PAYROLL CLEARING	371.92
145275	SCHMIDT, LEEANN	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145276	SCOTT, MARTI J	UB REFUND	GARBAGE	24.48
145277	SEVERSON, MARGIA	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
	SEVERSON, MARGIA		PARKS-RECREATION	15.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145278	SHERMAN, AMRE SHERMAN, AMRE	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145279	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	PARKS-RECREATION	15.00
145280	SNOHOMISH CO 911	DISPATCH	CRIME VICTIM	649.37
145281	SONSHINE TREE CARE	CUT DOWN DANGEROUS TREES	COMMUNICATION CENTER	91,546.34
145282	SOUND PUBLISHING	LEGAL ADS	FORESTRY MAINTENANCE	5,740.16
145283	SOUTH DISTRICT COURT	BAIL POSTED	COMMUNITY DEVELOPMENT-	357.10
145284	SPADONI, LAWRENCE SPADONI, LAWRENCE	EVENT CANCELLATION - COVID	GENERAL FUND	1,000.00
145285	SPARKLE NAILS	BUSINESS RELIEF GRANT	PARKS-RECREATION	15.00
145286	SPENCER, CLAYTON	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145287	SPRINGBROOK NURSERY SPRINGBROOK NURSERY SPRINGBROOK NURSERY	DUMP FEES	ECONOMIC SUPPORT	10,000.00
145288	STATE STREET CHIRO	BUSINESS RELIEF GRANT	PARKS-RECREATION	15.00
145289	SWEET, FRED SWEET, FRED	EVENT CANCELLATION - COVID	PARKS-RECREATION	15.00
145290	TARRELL, CHARLIE TARRELL, CHARLIE		PARKS-RECREATION	15.00
145291	TORSET, TERRY	UB REFUND	PARKS-RECREATION	15.00
145292	TOWN & COUNTRY POST	REFUND PERMIT FEE	WATER/SEWER OPERATION	95.29
145293	TRAN, HEIU	UB REFUND	NON-BUS LICENSES AND PEF	599.33
145294	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES - 10/16-11/15/20	WATER/SEWER OPERATION	214.67
145295	TRANSPORTATION, DEPT TRANSPORTATION, DEPT	PROJECT COSTS - OCTOBER 2020	GMA - STREET	6,170.00
145296	UNITED PARCEL SERVIC	SHIPPING & LATE FEES	GMA-PARKS	174.15
145297	UNITED RENTALS	CHIPPER RENTAL	GMA - STREET	1,114.00
145298	USTA MARTIAL ARTS	BUSINESS RELIEF GRANT	POLICE PATROL	92.51
145299	UTILITIES UNDERGROUN	EXCAVATION NOTICES	ROADSIDE VEGETATION	2,383.05
145300	VILLAGE TAPHOUSE & G	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145301	WA STATE TREASURER WA STATE TREASURER	PUBLIC SAFETY & REVENUE	UTILITY LOCATING	605.22
145302	WALLACE, JOHN WALLACE, JOHN	EVENT CANCELLATION - COVID	ECONOMIC SUPPORT	1,533.00
145303	WATSON, GORDON	UB REFUND 914 QUINN AVE 98270 TNT JACKSON	INTERGOVERNMENTAL CUST	446.00
145304	WEBB, REG WEBB, REG	EVENT CANCELLATION - COVID	GENERAL FUND	47,500.24
145305	WELLNESS SOLUTIONS	BUSINESS RELIEF GRANT	PARKS-RECREATION	15.00
145306	WESTERN FACILITIES	LATE FEE	PARKS-RECREATION	15.00
145307	WESTERN SYSTEMS WESTERN SYSTEMS	8FT BATTERY HARNESS KIT	ECONOMIC SUPPORT	10,000.00
145308	WETLAND RESOURCES	USB POWER MOD 11W, AUTO TRANSFER SWITCH	DETENTION & CORRECTION	3.95
145309	WHIPPED UPP LLC	MITIGATION PLAN	TRANSPORTATION MANAGEM	289.16
145310	WHITAKER, FAITH	BUSINESS RELIEF GRANT	TRANSPORTATION MANAGEM	2,466.68
145311	WILLIAMS, ANITA & ST	REFUND PLUMBING FEE	GMA-PARKS	360.00
145312	WILLIAMS, STEVE WILLIAMS, STEVE	EVENT CANCELLATION - COVID	ECONOMIC SUPPORT	10,000.00
145313	WOLCOTT, MARGOT WOLCOTT, MARGOT		ECONOMIC SUPPORT	5,000.00
145314	WRAY, SANDRA		NON-BUS LICENSES AND PEF	60.00
145315	WREN, MARICELA		PARKS-RECREATION	15.00
145316	WSP USA INC WSP USA INC	SERVICES PROVIDED	PARKS-RECREATION	15.00
145317	YOU, BECKY	PROFESSIONAL SERVICES THROUGH 10/30/20	PARKS-RECREATION	15.00
145318	ZATI REALTY GROUP	BUSINESS RELIEF GRANT	PARKS-RECREATION	45.00
145319	ZIPLY FIBER ZIPLY FIBER ZIPLY FIBER	ACCT #3606517319 ACCT #3606534741 ACCT #3606583358	PARKS-RECREATION	15.00
			GMA - STREET	7,239.52
			GMA - STREET	14,656.62
			ECONOMIC SUPPORT	10,000.00
			ECONOMIC SUPPORT	10,000.00
			TRAFFIC CONTROL DEVICES	57.33
			WASTE WATER TREATMENT F	57.33
			POLICE PATROL	58.71

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2020 TO 12/16/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145319	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	60.91
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION PLANT	66.70
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	68.43
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATIO	72.40
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	124.81
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	290.23
145320	ZORROS LLC	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145321	ZUMAR INDUSTRIES	SIGNS	TRANSPORTATION MANAGEM	2,234.76

**WARRANT TOTAL: 967,993.71**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2021**

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>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the December 23, 2020 claims in the amount of \$3,504,580.64 paid by EFT transactions and Check No.'s 145322 through 145471.</b></p> <p>COUNCIL ACTION:</p>
---

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 \$3,504,580.64 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 145322 THROUGH 145471, 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 11<sup>th</sup> DAY OF JANUARY 2021.

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

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

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2020 TO 12/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145341	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,423.88
145342	BOYDEN INVESTMENT	UB REFUND 10413 62ND DR NE 98270 TNT VI	WATER/SEWER OPERATION	259.91
145343	C R HARNDEN CO INC	MAPLE TREES	ROADSIDE VEGETATION	1,094.17
	C R HARNDEN CO INC	TREES	ROADSIDE VEGETATION	1,428.35
	C R HARNDEN CO INC	MAPLE TREES	ROADSIDE VEGETATION	1,563.10
145344	C WORKS INC	GATE KEEPER	WATER/SEWER OPERATION	-5.38
	C WORKS INC		WATER RESERVOIRS	63.28
145345	CAPITAL INDUSTRIES	1 YARD DUMPSTER	SOLID WASTE OPERATIONS	7,085.37
145346	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,962.99
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	14,015.08
145347	CASCADE SAWING	CORE DRILLING	WATER MAINS INSTALL	327.90
145348	CASCADE SEPTIC, LLC	PUMP CLEAN PORTABLE	SOURCE OF SUPPLY	436.00
145349	CENTRAL WELDING SUPP	GLOVES	ER&R	27.82
	CENTRAL WELDING SUPP	SCREEN PRINTING	UTIL ADMIN	38.04
	CENTRAL WELDING SUPP	INVENTORY	ER&R	45.91
	CENTRAL WELDING SUPP	GLOVES	ER&R	50.61
	CENTRAL WELDING SUPP	INVENTORY	ER&R	612.56
145350	COASTAL FARM & HOME	TOOLS	STORM DRAINAGE	46.34
	COASTAL FARM & HOME		SEWER MAIN COLLECTION	46.35
	COASTAL FARM & HOME		STORM DRAINAGE	104.41
	COASTAL FARM & HOME		SEWER MAIN COLLECTION	104.42
	COASTAL FARM & HOME	BOOT REPLACEMENT	UTIL ADMIN	131.15
	COASTAL FARM & HOME		EQUIPMENT RENTAL	166.13
	COASTAL FARM & HOME	IMPACT DRILL	WATER DIST MAINS	273.24
145351	COMCAST	8498310020001355	COMMUNITY CENTER	36.03
145352	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
145353	COOP SUPPLY	CREDIT FOR RETURNS	ROADSIDE VEGETATION	-21.86
	COOP SUPPLY	SEED	ROADSIDE VEGETATION	58.99
	COOP SUPPLY		ROADSIDE VEGETATION	94.01
	COOP SUPPLY	WINTER GLOVES	SEWER MAIN COLLECTION	96.13
	COOP SUPPLY		STORM DRAINAGE	96.13
	COOP SUPPLY	WOOD POSTS	ROADSIDE VEGETATION	209.41
	COOP SUPPLY		ROADSIDE VEGETATION	327.68
145354	CORE & MAIN LP	REPAIR BANDS	WATER/SEWER OPERATION	228.05
	CORE & MAIN LP	INVENTORY	WATER/SEWER OPERATION	2,902.07
	CORE & MAIN LP	COPPER TUBE	WATER SERVICE INSTALL	4,102.04
	CORE & MAIN LP	INVENTORY	SOURCE OF SUPPLY	8,507.01
145355	COUGAR TREE SERVICE	DEAD TREE REMOVAL	PARK & RECREATION FAC	1,311.60
145356	CYNTHIA LUISTRO & GU	UB REFUND	GARBAGE	207.55
145357	DIAMOND BLADE WAREHO	BLADES	CITY STREETS	-114.51
	DIAMOND BLADE WAREHO		ROADWAY MAINTENANCE	1,345.84
145358	DICKS TOWING	TOWING	POLICE PATROL	71.74
145359	DOBBS PETERBILT	HEATER CONTROLS	ER&R	127.40
	DOBBS PETERBILT	DRIVESHAF	EQUIPMENT RENTAL	202.84
	DOBBS PETERBILT	BRAKE KIT	EQUIPMENT RENTAL	776.59
145360	E&E LUMBER	SCREW HOOKS	SOLID WASTE OPERATIONS	4.81
	E&E LUMBER	DRILL SET	SEWER MAIN COLLECTION	10.92
	E&E LUMBER		STORM DRAINAGE	10.93
	E&E LUMBER	TIMBERLOCK SCREWS	MAINTENANCE	19.79
	E&E LUMBER	FENCE	FACILITY REPLACEMENT	21.83
	E&E LUMBER	WEDGES	MAINTENANCE	26.73
	E&E LUMBER	ALUMINUM NUTS	EQUIPMENT RENTAL	33.10
	E&E LUMBER	BUCKETS	METER READING	41.86
	E&E LUMBER	PIPE INSULATION	WASTE WATER TREATMENT F	66.94
	E&E LUMBER	DOOR SUPPLIES	ROADSIDE VEGETATION	131.56
	E&E LUMBER	WRENCH SET	STORM DRAINAGE	389.04
145361	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	191.28
145362	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00

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145362	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
145363	ENVIRO-CLEAN EQUIP	JOY STICK ASSEMBLY	EQUIPMENT RENTAL	2,310.11
145364	EVANS, DAVID R	UB REFUND	WATER/SEWER OPERATION	76.60
145365	EVERETT OFFICE	KEYBOARD TRAY	MUNICIPAL COURTS	262.32
145366	EVERETT TIRE & AUTO	TIRES	ER&R	895.38
145367	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	1,688.90
145368	EVERETT, CITY OF		WATER QUAL TREATMENT	49.50
145369	EVERETT, CITY TREAS	WATER FILTRATION SERVICE	SOURCE OF SUPPLY	167,768.11
145370	EVERGREEN RURAL WATE	ANNUAL CONFERENCE	UTIL ADMIN	275.00
145371	FIRE PROTECTION INC	FIRE ALARM MONITORING	PUBLIC SAFETY BLDG	262.32
145372	FITZPATRICK, LARRY	UB REFUND	GARBAGE	16.24
145373	FRONTIER PRECISION	LEVEL	ENGR-GENL	258.64
145374	GRAINGER	VELCRO CABLE	CUSTODIAL SERVICES	17.67
	GRAINGER	FIBERGLASS EXTENSION RODS	STORM DRAINAGE	51.09
	GRAINGER	DANGER SIGNS	WASTE WATER TREATMENT F	53.30
	GRAINGER	FIBERGLASS EXTENSION	STORM DRAINAGE	54.43
	GRAINGER	DANGER SIGN	WASTE WATER TREATMENT F	55.61
	GRAINGER	AIR TANK PORTABLE	SEWER MAIN COLLECTION	59.64
	GRAINGER		STORM DRAINAGE	59.65
	GRAINGER	BRUSHES	WASTE WATER TREATMENT F	71.02
	GRAINGER	EXTENSION RODS	STORM DRAINAGE	108.86
	GRAINGER	MILWAUKEE MIXER	SEWER MAIN COLLECTION	122.87
	GRAINGER		STORM DRAINAGE	122.88
	GRAINGER	CONDUIT RACK	SEWER MAIN COLLECTION	168.32
	GRAINGER	FLASHLIGHTS	STORM DRAINAGE	193.83
	GRAINGER		SEWER MAIN COLLECTION	193.84
	GRAINGER	SLEDGE HAMMERS	SEWER MAIN COLLECTION	252.79
	GRAINGER	SOCKET WRENCH	SEWER MAIN COLLECTION	286.46
	GRAINGER	INVENTORY	ER&R	523.62
145375	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PF	26,885.76
145376	GREEN, DUSTIN & HONE	UB REFUND	WATER/SEWER OPERATION	214.91
145377	GREENSHIELDS	AIR BRAKE HOSE	EQUIPMENT RENTAL	64.83
	GREENSHIELDS	CONTRACTORS HOSES	STREET CLEANING	478.73
145378	HANSON, MICHAEL & MO	UB REFUND	WATER/SEWER OPERATION	142.06
145379	HARBOR FREIGHT TOOLS	HAND TOOLS	ROADSIDE VEGETATION	131.05
145380	HD FOWLER COMPANY	COUPLINGS	STORM DRAINAGE	30.93
	HD FOWLER COMPANY	ARBOR FOR HOLE SAW	WATER SERVICES	55.52
	HD FOWLER COMPANY	PSI GAUGE	WATER MAINS INSTALL	70.55
	HD FOWLER COMPANY	TAPPING MACHINE	WATER SERVICES	109.00
	HD FOWLER COMPANY	BRASS INVENTORY	WATER/SEWER OPERATION	1,932.66
145381	HEALY, MELODY	UB REFUND	WATER/SEWER OPERATION	276.72
145382	HENDERSON, LISA		WATER/SEWER OPERATION	261.79
145383	HERC RENTALS INC	RENTAL OF EXCAVATOR	WATER MAINS INSTALL	4,945.84
145384	HEWLETT PACKARD	TONER MAINTENANCE	PARK & RECREATION FAC	0.55
	HEWLETT PACKARD		WATER QUAL TREATMENT	5.04
	HEWLETT PACKARD		UTIL ADMIN	7.19
	HEWLETT PACKARD		SEWER MAIN COLLECTION	9.13
	HEWLETT PACKARD		STORM DRAINAGE	9.13
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.86
	HEWLETT PACKARD		WASTE WATER TREATMENT F	28.99
	HEWLETT PACKARD		CITY CLERK	45.99
	HEWLETT PACKARD		FINANCE-GENL	45.99



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145384	HEWLETT PACKARD	TONER MAINTENANCE	MUNICIPAL COURTS	82.32
	HEWLETT PACKARD		UTILITY BILLING	92.53
	HEWLETT PACKARD		COMPUTER SERVICES	239.85
145385	HOME DEPOT USA	CREDIT MEMO #5855591	CUSTODIAL SERVICES	-215.21
	HOME DEPOT USA	CLEANER	CUSTODIAL SERVICES	143.23
	HOME DEPOT USA	TRASH LINERS	CUSTODIAL SERVICES	212.04
	HOME DEPOT USA	NITRILE GLOVES	CUSTODIAL SERVICES	215.21
145386	HOUSE OF UPHOLSTERY	REBUILD SEAT	EQUIPMENT RENTAL	158.49
145387	INTERSTATE BATTERY	BATTERIES	ER&R	714.38
145388	J. THAYER COMPANY	CALENDARS	WATER DIST MAINS	116.00
145389	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	206.00
145390	KELLER SUPPLY COMPAN	ACORN	PUBLIC SAFETY BLDG	224.02
145391	KONECRANES, INC.	CRANE INSPECTIONS	WASTE WATER TREATMENT F	1,808.92
145392	LAKESIDE INDUSTRIES	EZ ASHPALT	WATER MAINS INSTALL	869.15
145393	LASTING IMPRESSIONS	FLEECE LINED HATS	ER&R	577.50
145394	LES SCHWAB TIRE CTR	CREDIT	ER&R	-253.25
	LES SCHWAB TIRE CTR		ER&R	-138.07
	LES SCHWAB TIRE CTR	CREDIT FOR RETURN	ER&R	-122.58
	LES SCHWAB TIRE CTR	TRACTION CAP	ER&R	1,325.26
145395	LGI HOMES WASHINGTON	UB REFUND 5831 84TH DR NE 98270	WATER/SEWER OPERATION	25.00
145396	LGI HOMES WASHINGTON	UB REFUND 5813 84TH DR NE 98270	WATER/SEWER OPERATION	25.00
145397	LGI HOMES WASHINGTON	UB REFUND 8411 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
145398	LGI HOMES WASHINGTON	UB REFUND 8427 58TH PL NE 98270	WATER/SEWER OPERATION	25.00
145399	LGI HOMES WASHINGTON	UB REFUND 5819 84TH DR NE 98270	WATER/SEWER OPERATION	143.62
145400	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
145401	LOWES HIW INC	HOOKS	SOLID WASTE OPERATIONS	9.25
145402	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	6,309.62
145403	MARTIN, CHRISTOPHER	UB REFUND	WATER/SEWER OPERATION	63.70
145404	MARYSVILLE PRINTING	ENVELOPES/ROUTE PAGES	SOLID WASTE OPERATIONS	103.83
	MARYSVILLE PRINTING		UTILITY BILLING	112.54
145405	MCKENZIE, LISA	UB REFUND	WATER/SEWER OPERATION	31.27
145406	MCMMASTER-CARR	SHOP SUPPLIES	WASTE WATER TREATMENT F	474.07
145407	MITIGATION BANKING	PURCHASE CREDITS	GMA-PARKS	290,025.00
145408	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY DEVELOPMENT-	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		LEGAL-GENL	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER EX	7.65
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.65
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		RECREATION SERVICES	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		YOUTH SERVICES	30.60
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERF	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		STORM DRAINAGE	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55

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145408	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	WASTE WATER TREATMENT F	68.85
	MOBILEGUARD, INC.		ENGR-GENL	76.50
	MOBILEGUARD, INC.		UTIL ADMIN	91.80
	MOBILEGUARD, INC.		COMPUTER SERVICES	103.54
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	122.40
	MOBILEGUARD, INC.		POLICE PATROL	397.80
145409	MOTOR TRUCKS	FLEET INVENTORY	ER&R	249.07
145410	NAPA AUTO PARTS	LAMP	ER&R	52.14
	NAPA AUTO PARTS	FILTERS	SMALL ENGINE SHOP	56.60
	NAPA AUTO PARTS		SMALL ENGINE SHOP	63.53
	NAPA AUTO PARTS		SMALL ENGINE SHOP	96.47
	NAPA AUTO PARTS	EXHAUST FLUID	STREET CLEANING	153.59
	NAPA AUTO PARTS	FILTERS	ER&R	442.86
	NAPA AUTO PARTS		ER&R	509.16
145411	NATIONAL BARRICADE	DELINEATORS	GMA - STREET	888.95
145412	NAVIA BENEFIT	FLEXPLAN FEES	PERSONNEL ADMINISTRATIO	166.00
145413	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATIO	37.00
145414	NESS & CAMPBELL CRAN	CRANE WORK	WASTE WATER TREATMENT F	1,721.48
145415	NORTHWEST HYDRAULIC	PROFESSIONAL SERVICE	STORM DRAINAGE	754.00
145416	NORTHWESTERN AUTO	REPAIR PAINT	EQUIPMENT RENTAL	414.90
145417	OFFICE DEPOT	OFFICE SUPPLIES	GENERAL FUND	-0.16
	OFFICE DEPOT		WATER/SEWER OPERATION	-0.15
	OFFICE DEPOT		UTIL ADMIN	58.47
	OFFICE DEPOT		ENGR-GENL	58.47
145418	OGNIBENE, MCKENZI	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	5,000.00
145419	OREILLY AUTO PARTS	SHOCK ABSORBER	EQUIPMENT RENTAL	110.22
	OREILLY AUTO PARTS	ALTERNATOR ASSEMBLY	EQUIPMENT RENTAL	157.34
	OREILLY AUTO PARTS	MANIFOLD KIT	EQUIPMENT RENTAL	161.21
145420	PACIFIC POWER BATTER	CREDIT BATTERIES	TRANSPORTATION MANAGEM	-16.20
	PACIFIC POWER BATTER	INVERTERS	SEWER MAIN COLLECTION	109.30
145421	PART WORKS INC, THE	RV REPAIR KIT	WATER FILTRATION PLANT	96.63
145422	PATTISON, DANIEL & C	UB REFUND	WATER/SEWER OPERATION	22.33
145423	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	36.71
	PETROCARD SYSTEMS		COMPUTER SERVICES	39.46
	PETROCARD SYSTEMS		ENGR-GENL	57.95
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	111.27
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	121.15
	PETROCARD SYSTEMS		PARK & RECREATION FAC	620.75
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,379.19
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,358.78
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,827.31
	PETROCARD SYSTEMS		POLICE PATROL	6,125.16
145424	PILCHUCK RENTALS	HEDGE TRIMMER	WATER RESERVOIRS	393.44
	PILCHUCK RENTALS	CHAIN BREAKER	ROADSIDE VEGETATION	402.10
	PILCHUCK RENTALS	RENTAL TILT TRAILER	ROADSIDE VEGETATION	513.71
	PILCHUCK RENTALS	BACKPACK BLOWER	SEWER MAIN COLLECTION	639.36
	PILCHUCK RENTALS	RENTAL BOOM LIFT	ROADSIDE VEGETATION	5,022.34
145425	PLATT ELECTRIC	PHOTO EYE	METER READING	40.48
	PLATT ELECTRIC	POWER STRUT	WATER FILTRATION PLANT	157.68
	PLATT ELECTRIC	PVC CONDUIT	STORM DRAINAGE	206.29
	PLATT ELECTRIC	WIRE RESTOCK	SOURCE OF SUPPLY	334.58
	PLATT ELECTRIC		WASTE WATER TREATMENT F	334.58
	PLATT ELECTRIC	STREET LIGHT ADAPTER	METER READING	340.52
	PLATT ELECTRIC	GENERATOR CARD	STORM DRAINAGE	349.96
	PLATT ELECTRIC	STREET LIGHT ADAPTER	METER READING	1,649.45
	PLATT ELECTRIC	BREAKER REPLACEMENT	SEWER LIFT STATION	2,428.89
	PLATT ELECTRIC		SEWER LIFT STATION	2,428.89
145426	PNPCA NW WA	DUES	WASTE WATER TREATMENT F	100.00

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145427	POLLARDWATER	LPD CHLOR/ANIT SEIZE	WATER DIST MAINS	676.56
145428	PROFORCE LAW ENFORC	SMALL TOOLS	POLICE TRAINING-FIREARMS	163.95
	PROFORCE LAW ENFORC		POLICE PATROL	255.76
	PROFORCE LAW ENFORC		POLICE PATROL	2,666.92
145429	PROTOCOL PLUMBING	FAUCET REPAIR	PUBLIC SAFETY BLDG	213.14
	PROTOCOL PLUMBING	PLUMBING REPAIR	WATER FILTRATION PLANT	389.19
145430	PUD	ACCT #201142098	PARK & RECREATION FAC	9.18
	PUD	ACCT #202461026	MAINT OF GENL PLANT	17.01
	PUD	ACCT #205195373	PARK & RECREATION FAC	17.58
	PUD	ACCT #201346665	SEWER LIFT STATION	18.71
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #205481823	GOLF ADMINISTRATION	18.71
	PUD	ACCT #202011813	PUMPING PLANT	24.80
	PUD	ACCT #200501617	TRANSPORTATION MANAGEM	27.04
	PUD	ACCT #200973956	SEWER LIFT STATION	27.30
	PUD	ACCT #201142155	TRANSPORTATION MANAGEM	33.67
	PUD	ACCT #202794657	TRANSPORTATION MANAGEM	39.36
	PUD	ACCT #221610405	STREET LIGHTING	45.49
	PUD	ACCT #202524690	PUMPING PLANT	52.15
	PUD	ACCT #202294245	SEWER LIFT STATION	53.91
	PUD	ACCT #203500020	STREET LIGHTING	54.86
	PUD	ACCT #204829691	STREET LIGHTING	56.11
	PUD	ACCT #200660439	STREET LIGHTING	58.18
	PUD	ACCT #200061463	PARK & RECREATION FAC	61.36
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	63.85
	PUD	ACCT #202288585	TRANSPORTATION MANAGEM	72.78
	PUD	ACCT #202303301	SEWER LIFT STATION	76.02
	PUD	ACCT #203996343	STREET LIGHTING	78.98
	PUD	ACCT #221115934	MAINT OF GENL PLANT	87.29
	PUD	ACCT #220681340	STORM DRAINAGE	111.88
	PUD	ACCT #201909637	SEWER LIFT STATION	118.08
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	133.92
	PUD	ACCT #222663973	TRANSPORTATION MANAGEM	143.40
	PUD	PUD FEES	PARK & RECREATION FAC	160.05
	PUD	ACCT #203291216	GENERAL SERVICES - OVERH	167.14
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	169.91
	PUD	ACCT #222025900	PUMPING PLANT	187.09
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	229.50
	PUD	ACCT #200812808	PUMPING PLANT	251.86
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	282.52
	PUD	ACCT #220020531	STREET LIGHTING	352.55
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	561.89
	PUD	ACCT #201147253	PUMPING PLANT	698.14
	PUD	ACCT #202177333	MAINT OF GENL PLANT	816.57
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	1,184.57
	PUD	ACCT #201617479	CITY HALL	1,196.64
	PUD	ACCT #200021871	COURT FACILITIES	1,371.30
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,847.47
145431	REECE TRUCKING	DUMP FEES	WATER MAINS INSTALL	107.70
	REECE TRUCKING	ASPHALT DISPOSAL	WATER MAINS INSTALL	174.20
	REECE TRUCKING	DUMP FEES	WATER MAINS INSTALL	239.40
145432	RESG HOMES LLC	REFUND ADMIN FEE	CITY STREETS	3,605.18
145433	RMI GROUP LLC	UB REFUND 3215 176TH PL NE 98223	WATER/SEWER OPERATION	15.26
145434	ROSEMOUNT ANALYTICAL	QUALITY SENSORS	WATER FILTRATION PLANT	1,586.01
145435	SAGE, JOHN & LISA	UB REFUND	WATER/SEWER OPERATION	184.57
145436	SAUNDERS, ROBB & LOU		WATER/SEWER OPERATION	21.62

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145437	SCOTT, TIMOTHY	UB REFUND	WATER/SEWER OPERATION	279.12
145438	SHRED-IT US	REGULAR SERVICE	CITY CLERK	5.47
	SHRED-IT US		UTILITY BILLING	5.47
	SHRED-IT US	SHREDDING SERVICES	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US	RECORD DESTRUCTIONS	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
145439	SIX ROBBLEES INC	TAIL LIGHT WIRING	ER&R	18.07
145440	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	164,751.00
145441	SOLID WASTE SYSTEMS	JOYSTICK ASSEMBLY	ER&R	543.00
145442	SORENSEN, SHAD	UB REFUND	WATER/SEWER OPERATION	26.77
145443	SOUND SAFETY	NEEDLE/SYRINGE KEEPERS	ER&R	989.41
145444	SOURCE, INCORPORATED	WIRELESS MODEMS	SEWER LIFT STATION	1,286.56
145445	SPECIALIZED PAVEMENT	PAY ESTIMATE	CITY STREETS	-3,356.61
	SPECIALIZED PAVEMENT		ROADWAY MAINTENANCE	73,375.44
145446	SPRINGBROOK NURSERY	5/8" ROCK	PARK & RECREATION FAC	28.56
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	42.85
	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	113.19
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	147.43
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	188.65
	SPRINGBROOK NURSERY	DUMP FEE	STORM DRAINAGE	396.00
145447	STATE PATROL	FINGERPRINT ID	INTERGOVERNMENTAL CUST	728.75
145448	STOKES, PAUL & VICKI	UB REFUND	WATER/SEWER OPERATION	269.94
145449	STONEWAY ELECTRIC	HEATER/BREAKER	SOURCE OF SUPPLY	14.88
	STONEWAY ELECTRIC	HEATER/BREAKERS	SOURCE OF SUPPLY	21.11
	STONEWAY ELECTRIC		SOURCE OF SUPPLY	162.28
145450	TATARINOV, LARISA &	UB REFUND	WATER/SEWER OPERATION	226.55
145451	TEREX UTILITES	CRANE INSPECTION	EQUIPMENT RENTAL	639.41
	TEREX UTILITES	BUCKET TRUCK INSPECTION	EQUIPMENT RENTAL	814.30
145452	THYSSENKRUPP ELEVATO	PLATINUM SERVICE	CITY HALL	324.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	324.82
145453	TIERRA RIGHT OF WAY	PROFESSIONAL SERVICE	GMA - STREET	10,738.55
145454	TRANSPO GROUP	PROFESSIONAL SERVICES	GMA - STREET	5,067.26
	TRANSPO GROUP		GMA - STREET	7,227.07
	TRANSPO GROUP		GMA - STREET	8,332.75
	TRANSPO GROUP		GMA - STREET	15,798.67
145455	TRUE NORTH EQUIPMENT	FLEET INVENTORY	ER&R	49.50
	TRUE NORTH EQUIPMENT		ER&R	49.50
145456	TULALIP TRIBES OF WA	VEGETATION MONITORING	STORM DRAINAGE	1,591.00
145457	UNIVERSAL FIELD	SERVICES PROVIDED	GMA - STREET	851.22
	UNIVERSAL FIELD		GMA - STREET	1,685.46
145458	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	23.50
	VERIZON		PURCHASING/CENTRAL STOF	23.50
	VERIZON		PROPERTY TASK FORCE	41.71
	VERIZON		FACILITY MAINTENANCE	51.84
	VERIZON		PERSONNEL ADMINISTRATIO	52.93
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	98.84
	VERIZON		FINANCE-GENL	113.68
	VERIZON		OFFICE OPERATIONS	125.13
	VERIZON		CUSTODIAL SERVICES	127.18
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.68
	VERIZON	WIRELESS SERVICES	YOUTH SERVICES	166.84
	VERIZON		COMMUNITY SERVICES UNIT	180.40
	VERIZON		RECREATION SERVICES	192.84
	VERIZON		TRANSPORTATION MANAGEM	200.43
	VERIZON		PARK & RECREATION FAC	214.19
	VERIZON		UTILITY BILLING	220.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2020 TO 12/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145458	VERIZON	WIRELESS SERVICES	LEGAL-GENL	257.37
	VERIZON		LEGAL - PROSECUTION	289.20
	VERIZON		WATER QUAL TREATMENT	299.05
	VERIZON		SOLID WASTE CUSTOMER EX	326.85
	VERIZON		EXECUTIVE ADMIN	331.04
	VERIZON		POLICE INVESTIGATION	333.68
	VERIZON		WATER SUPPLY MAINS	360.21
	VERIZON		DETENTION & CORRECTION	376.25
	VERIZON		COMMUNITY DEVELOPMENT-	428.22
	VERIZON	WIRELESS MODEMS	OFFICE OPERATIONS	480.24
	VERIZON	WIRELESS SERVICES	COMPUTER SERVICES	533.05
	VERIZON		MUNICIPAL COURTS	539.92
	VERIZON		WASTE WATER TREATMENT F	541.89
	VERIZON		POLICE ADMINISTRATION	710.03
	VERIZON		STORM DRAINAGE	734.12
	VERIZON		GENERAL SERVICES - OVERH	781.58
	VERIZON		ENGR-GENL	1,444.63
	VERIZON		UTIL ADMIN	1,970.69
	VERIZON		POLICE PATROL	2,198.34
	VERIZON	WIRELESS MODEMS	POLICE PATROL	2,225.34
145459	WATERISAC	ANNUAL MEMBERSHIP	UTIL ADMIN	2,099.00
145460	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,463.53
145461	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	360.08
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	392.43
	WEST PAYMENT CENTER		LEGAL-GENL	392.44
145462	WESTERN EQUIPMENT	FILTERS	SMALL ENGINE SHOP	161.91
145463	WHISTLE WORKWEAR	BOOTS	SOLID WASTE OPERATIONS	177.87
145464	WHITE CAP CONSTRUCT	ALUMINUM ROD	WATER DIST MAINS	366.13
145465	WIDE FORMAT COMPANY	BASE CHARGE	UTIL ADMIN	130.07
145466	WILDER CUSTOM CONS	SKYLIGHT REPLACEMENT	WATER QUAL TREATMENT	463.25
	WILDER CUSTOM CONS	PERMITTING	WATER QUAL TREATMENT	19,075.00
145467	WILLIAMSON, CHRISTY	UB REFUND	WATER/SEWER OPERATION	325.17
145468	WILSON, JONATHAN		WATER/SEWER OPERATION	180.60
145469	WSP USA INC	SERVICES PROVIDED	GMA - STREET	2,676.63
	WSP USA INC		GMA - STREET	6,125.94
145470	WWCPA	CERTIFICATION RENEWAL	UTIL ADMIN	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		SEWER PRETREATMENT	20.00
	WWCPA		WATER DIST MAINS	20.00
	WWCPA		WATER DIST MAINS	20.00
	WWCPA		UTIL ADMIN	20.00
	WWCPA		TRAINING	20.00
	WWCPA		TRAINING	20.00
	WWCPA		TRAINING	20.00
	WWCPA		TRAINING	20.00
	WWCPA		UTIL ADMIN	45.00
145471	ZIPLY FIBER	LOCAL AND LONG DISTANCE	CITY CLERK	9.94
	ZIPLY FIBER		CRIME PREVENTION	9.94
	ZIPLY FIBER		COMMUNITY CENTER	9.94
	ZIPLY FIBER		SOLID WASTE CUSTOMER EX	9.94
	ZIPLY FIBER		GOLF ADMINISTRATION	9.94
	ZIPLY FIBER		PURCHASING/CENTRAL STOF	9.94
	ZIPLY FIBER		FACILITY MAINTENANCE	9.94
	ZIPLY FIBER		PROPERTY TASK FORCE	19.88
	ZIPLY FIBER		RECREATION SERVICES	29.82
	ZIPLY FIBER		WATER QUAL TREATMENT	29.82

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2020 TO 12/23/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145471	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	YOUTH SERVICES	39.76
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	39.76
	ZIPLY FIBER		LEGAL-GENL	39.76
	ZIPLY FIBER		PERSONNEL ADMINISTRATIO	39.76
	ZIPLY FIBER		GENERAL SERVICES - OVERF	39.76
	ZIPLY FIBER		STORM DRAINAGE	39.76
	ZIPLY FIBER		FINANCE-GENL	49.70
	ZIPLY FIBER		LEGAL - PROSECUTION	49.70
	ZIPLY FIBER		EQUIPMENT RENTAL	49.70
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	52.92
	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	56.47
	ZIPLY FIBER		POLICE PATROL	56.47
	ZIPLY FIBER		COMMUNICATION CENTER	56.47
	ZIPLY FIBER		UTILITY BILLING	56.47
	ZIPLY FIBER		GENERAL SERVICES - OVERF	56.47
	ZIPLY FIBER		GOLF ADMINISTRATION	56.47
	ZIPLY FIBER		CITY HALL	56.50
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	PARK & RECREATION FAC	59.64
	ZIPLY FIBER		COMPUTER SERVICES	59.69
	ZIPLY FIBER	ACCT #3606583635	COMMUNITY DEVELOPMENT-	60.38
	ZIPLY FIBER		UTIL ADMIN	60.39
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.85
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	UTILITY BILLING	69.58
	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	73.03
	ZIPLY FIBER		POLICE INVESTIGATION	73.04
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	EXECUTIVE ADMIN	79.52
	ZIPLY FIBER		POLICE INVESTIGATION	79.52
	ZIPLY FIBER		WASTE WATER TREATMENT F	89.46
	ZIPLY FIBER		POLICE ADMINISTRATION	99.40
	ZIPLY FIBER		OFFICE OPERATIONS	109.34
	ZIPLY FIBER	FRONTIER POTS LINES	COMMUNITY DEVELOPMENT-	112.94
	ZIPLY FIBER		DETENTION & CORRECTION	112.94
	ZIPLY FIBER		OFFICE OPERATIONS	112.94
	ZIPLY FIBER		COMMUNITY CENTER	112.94
	ZIPLY FIBER		GOLF ADMINISTRATION	112.94
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	MUNICIPAL COURTS	119.28
	ZIPLY FIBER		DETENTION & CORRECTION	159.04
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-	168.98
	ZIPLY FIBER		UTIL ADMIN	168.98
	ZIPLY FIBER		ENGR-GENL	198.81
	ZIPLY FIBER	FRONTIER POTS LINES	PARK & RECREATION FAC	225.89
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION PLAI	232.82
	ZIPLY FIBER	FRONTIER POTS LINES	WASTE WATER TREATMENT F	282.36
	ZIPLY FIBER		UTIL ADMIN	282.36
	ZIPLY FIBER	LOCAL AND LONG DISTANCE	POLICE PATROL	506.95

**WARRANT TOTAL: 3,504,580.64**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2020**

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 December 24, 2020 payroll in the amount \$1,871,865.46, paid by EFT Transactions and Check No.33322 through 33333.
COUNCIL ACTION:



# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2021**

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 28, 2020 claims in the amount of \$1,547,542.10 paid by EFT transactions and Check No.'s 145472 through 145563 with check number 144642 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 **\$1,547,542.10 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 145472 THROUGH 145563 WITH CHECK NUMBER 144642 VOIDED**, 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 **11<sup>th</sup> DAY OF JANUARY 2021**.

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/24/2020 TO 12/28/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145472	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	89,415.38
145473	FIRST AMERICAN TITLE	ROW ACQUISITION	GMA - STREET	12,268.96
145474	STRIDER CONSTRUCTION	PAY ESTIMATE #8	GMA - STREET	599,770.63
145475	PREMERA BLUE CROSS	PREMERA CLAIMS	MEDICAL CLAIMS	9,551.39
145476	ACTIVE NETWORK LLC	ACTIVENET FEES	RECREATION SERVICES	59.75
145477	ADAMS, LELAND & MARG	UB REFUND	WATER/SEWER OPERATION	342.42
145478	AHEARN ELECTRIC INC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	105.50
145479	AKANA AKANA	SERVICES	SEWER CAPITAL PROJECTS	7,284.19
145480	AMAZON CAPITAL	MASKS	SEWER CAPITAL PROJECTS	12,701.97
145481	AMERICAN SPRINKLER C AMERICAN SPRINKLER C	OPERA SPRINKLER INSTALL OPERA SPRINKLER INSTALLATION	PUBLIC HEALTH EXPENSE	34.92
145482	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM CLEANING	NON-DEPARTMENTAL	9,290.50
145483	BABAK, ANATOLY & NAT	UB REFUND	NON-DEPARTMENTAL	69,119.13
145484	BARNES, CHARLES & SU		SMALL ENGINE SHOP	6.56
145485	BARNES, WILLIAM & JA		SMALL ENGINE SHOP	6.56
145486	BATES, JONATHAN		EQUIPMENT RENTAL	56.66
145487	BAYVIEW MSR OPPORT	RENT RELIEF REYNOLDS	EQUIPMENT RENTAL	56.66
145488	BIEGLER, RON	UB REFUND	WATER/SEWER OPERATION	182.34
145489	BLUE SKIES DRONE BLUE SKIES DRONE	DRONE	WATER/SEWER OPERATION	28.33
145490	BOTESCH, NASH & HALL	CONTRACT	WATER/SEWER OPERATION	556.77
145491	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	WATER/SEWER OPERATION	281.42
145492	C M HEATING C M HEATING	REFUND PERMIT FEE	ECONOMIC SUPPORT	1,500.00
145493	CADENA, MICHAEL	INTERPRETER SERVICE	WATER/SEWER OPERATION	240.76
145494	CAPTAIN DIZZY 76 CAPTAIN DIZZY 76	CAR WASHES	POLICE PATROL	2,684.41
145495	CASCADE COLUMBIA CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	POLICE PATROL	5,562.28
145496	CATLIN, LLOYD	UB REFUND	CAPITAL EXPENDITURES	31,350.40
145497	CHACON, JONATHAN	REFUND PERMIT FEE	GMA-PARKS	88.00
145498	CHARLES BROACH III	UB REFUND	NON-BUS LICENSES AND PEF	70.00
145499	COMCAST	ACCT #8498310020341322	COMMUNITY DEVELOPMENT	100.00
145500	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	INMATE MEALS	COURTS	150.00
145501	COSTLESS SENIOR SRVC	INMATE SERVICES	COMMUNITY SERVICES UNIT	45.50
145502	COUNSELLOR, RANDY	RETURN RENTAL FEE	POLICE PATROL	71.50
145503	CRANE, JOSEPH & JESS	UB REFUND	WASTE WATER TREATMENT F	12,865.25
145504	DUNCAN, CARLEE M		WASTE WATER TREATMENT F	13,503.41
145505	ECOLOGY, DEPT. OF	STORMWATER PERMIT	WATER/SEWER OPERATION	63.47
145506	EYER, MATTHEW	HOLIDAY LUNCH	NON-BUS LICENSES AND PEF	80.00
145507	GALLS, LLC GALLS, LLC	UNIFORMS	WATER/SEWER OPERATION	267.00
145508	GARCIA, ESTELLA	UB REFUND	COMPUTER SERVICES	310.25
145509	GATES, STEVE*		DETENTION & CORRECTION	25.50
145510	GEOTEST SERVICES INC	PAYMENT APPLICATION #10	DETENTION & CORRECTION	879.72
145511	GRAY AND OSBORNE GRAY AND OSBORNE GRAY AND OSBORNE	PROFESSIONAL SERVICES	DETENTION & CORRECTION	97.44
145512	GRIFFEN, CHRIS GRIFFEN, CHRIS GRIFFEN, CHRIS		PARKS-RECREATION	80.00
145513	HACH COMPANY HACH COMPANY	SENSOR CAP REPLACEMENT CONTROLLERS	WATER/SEWER OPERATION	20.68
			WATER/SEWER OPERATION	7.40
			GMA-PARKS	418.85
			PERSONNEL ADMINISTRATIOI	20.73
			POLICE ADMINISTRATION	-122.40
			DETENTION & CORRECTION	185.61
			WATER/SEWER OPERATION	49.14
			WATER/SEWER OPERATION	60.71
			CAPITAL EXPENDITURES	15,210.39
			COMMUNITY DEVELOPMENT-	998.51
			COMMUNITY DEVELOPMENT-	1,184.89
			COMMUNITY DEVELOPMENT-	2,736.00
			PUBLIC DEFENSE	225.00
			PUBLIC DEFENSE	262.50
			PUBLIC DEFENSE	300.00
			WASTE WATER TREATMENT F	275.44
			WASTE WATER TREATMENT F	6,030.57

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/24/2020 TO 12/28/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145514	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	21,655.07
145515	HEFTI, RICHARD	UB REFUND	GARBAGE	260.21
145516	HERC RENTALS INC	RENTAL PUMP	PUMPING PLANT	1,178.31
	HERC RENTALS INC	EXCAVATOR RENTAL	SOURCE OF SUPPLY	4,654.30
145517	KAISER PERMANENTE	DOT PHYSICAL	GENERAL SERVICES - OVERF	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		EQUIPMENT RENTAL	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	125.00
	KAISER PERMANENTE		UTIL ADMIN	125.00
	KAISER PERMANENTE		PERSONNEL ADMINISTRATIO	156.00
145518	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	3,958.34
145519	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
145520	LASTING IMPRESSIONS	UNIFORMS	POLICE PATROL	24.05
145521	MALAKOOTI TRANSLATIN	INTERPRETER SERVICES	COURTS	100.00
145522	MANGUNE, ULYSSES L		COURTS	130.00
145523	MARYSVILLE PRINTING	PRINTING	POLICE ADMINISTRATION	15.43
145524	MATIA CONTRACTORS	PAY ESTIMATE #5	GMA-PARKS	-10,118.41
	MATIA CONTRACTORS		GMA-PARKS	221,188.41
145525	MIRANDA, TONYA	SENTIMENT BOXES	PERSONNEL ADMINISTRATIO	47.87
145526	NORTH SOUND EMERG	INMATE EMERGENCY CARE	DETENTION & CORRECTION	778.00
145527	NORTH SOUND HOSE	REPAIR PARTS	STORM DRAINAGE	4.83
	NORTH SOUND HOSE		SEWER MAIN COLLECTION	4.83
	NORTH SOUND HOSE		SEWER MAIN COLLECTION	29.42
	NORTH SOUND HOSE		STORM DRAINAGE	29.43
145528	NW ASSESSMENT SERVIC	WELLNESS SERVICE	POLICE INVESTIGATION	750.00
145529	OFFICE DEPOT	SUPPLIES	UTIL ADMIN	13.11
	OFFICE DEPOT		UTIL ADMIN	26.22
	OFFICE DEPOT		POLICE PATROL	111.42
	OFFICE DEPOT		UTIL ADMIN	114.73
	OFFICE DEPOT		OFFICE OPERATIONS	121.31
	OFFICE DEPOT		UTIL ADMIN	170.40
	OFFICE DEPOT		POLICE PATROL	184.07
	OFFICE DEPOT	LAMINATOR	OFFICE OPERATIONS	396.75
145530	PARAMETRIX	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	25,769.47
145531	PEACE OF MIND	COUNCIL MEETING	CITY CLERK	231.20
145532	PEARSON, MITCHELL	UB REFUND	WATER/SEWER OPERATION	140.29
145533	PGC INTERBAY LLC	GOLF COURSE	MAINTENANCE	12.76
	PGC INTERBAY LLC		PRO-SHOP	55.95
	PGC INTERBAY LLC		PRO-SHOP	99.02
	PGC INTERBAY LLC		PRO-SHOP	150.00
	PGC INTERBAY LLC		PRO-SHOP	159.92
	PGC INTERBAY LLC		MAINTENANCE	187.86
	PGC INTERBAY LLC		MAINTENANCE	215.78
	PGC INTERBAY LLC		PRO-SHOP	401.81
	PGC INTERBAY LLC		MAINTENANCE	484.25
	PGC INTERBAY LLC		PRO-SHOP	717.02
	PGC INTERBAY LLC		MAINTENANCE	1,253.41
	PGC INTERBAY LLC		PRO-SHOP	1,295.71
	PGC INTERBAY LLC		MAINTENANCE	1,412.31
	PGC INTERBAY LLC		GOLF COURSE	1,500.22
	PGC INTERBAY LLC		MAINTENANCE	2,035.59
	PGC INTERBAY LLC		PRO-SHOP	7,057.36
	PGC INTERBAY LLC		MAINTENANCE	11,434.40
145534	POLICE & SHERIFFS PR	ID CARD	K9 PROGRAM	16.25
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	16.30
145535	PROVIDENCE EVERETT M	INMATE EMERGENCY SERVICES	DETENTION & CORRECTION	957.56
145536	PUD	ACCT #205136245	SEWER LIFT STATION	13.25
	PUD	ACCT #202461034	UTIL ADMIN	13.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/24/2020 TO 12/28/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145536	PUD	ACCT #202368551	PARK & RECREATION FAC	16.76
	PUD	ACCT #202031134	PUMPING PLANT	18.32
	PUD	ACCT #202476438	SEWER LIFT STATION	24.24
	PUD	ACCT #202012589	PARK & RECREATION FAC	25.20
	PUD	ACCT #200650745	TRANSPORTATION MANAGEM	25.27
	PUD	ACCT #203569751	STORM DRAINAGE	26.37
	PUD	ACCT # 222772634	TRANSPORTATION MANAGEM	27.47
	PUD	ACCT #202694337	TRANSPORTATION MANAGEM	29.55
	PUD	ACCT #202499489	COMMUNITY EVENTS	33.18
	PUD	ACCT #202000329	PARK & RECREATION FAC	39.17
	PUD	ACCT #200827277	TRANSPORTATION MANAGEM	46.35
	PUD	ACCT #203199732	TRANSPORTATION MANAGEM	47.81
	PUD	ACCT #201668043	PARK & RECREATION FAC	51.58
	PUD	ACCT #220792733	STREET LIGHTING	52.03
	PUD	ACCT #200571842	TRANSPORTATION MANAGEM	53.28
	PUD	ACCT #203430897	STREET LIGHTING	56.45
	PUD	ACCT #202368544	TRANSPORTATION MANAGEM	61.56
	PUD	ACCT #202143111	TRANSPORTATION MANAGEM	63.90
	PUD	ACCT #202463543	SEWER LIFT STATION	74.82
	PUD	ACCT #200790061	PARK & RECREATION FAC	81.11
	PUD	ACCT #203231006	TRANSPORTATION MANAGEM	88.48
	PUD	ACCT #202557450	STREET LIGHTING	89.63
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	93.54
	PUD	ACCT #220761807	OPERA HOUSE	99.32
	PUD	ACCT #200084036	TRANSPORTATION MANAGEM	102.17
	PUD	ACCT #220761175	OPERA HOUSE	141.93
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	147.81
	PUD	ACCT #222664740	TRANSPORTATION MANAGEM	149.28
	PUD	ACCT #222664310	TRANSPORTATION MANAGEM	152.80
	PUD	ACCT #203223458	PARK & RECREATION FAC	171.17
	PUD	PUD FEES	PARK & RECREATION FAC	202.18
	PUD	ACCT #201065281	PARK & RECREATION FAC	227.12
	PUD	ACCT #200223857	PARK & RECREATION FAC	234.03
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	237.85
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	299.83
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	316.21
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	339.51
	PUD	ACCT #201021698	PARK & RECREATION FAC	344.86
	PUD	ACCT #201247699	STREET LIGHTING	360.68
	PUD	ACCT #200070449	TRANSPORTATION MANAGEM	474.84
	PUD	ACCT #201021607	PARK & RECREATION FAC	513.55
	PUD	ACCT #220824148	WASTE WATER TREATMENT F	567.77
	PUD	ACCT #200625382	SEWER LIFT STATION	851.14
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #200479541	COMMUNITY CENTER	1,990.83
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,028.76
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,252.48
	PUD	ACCT #201577921	PUMPING PLANT	4,542.01
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION PLAT	4,754.65
	PUD	ACCT #201420635	WASTE WATER TREATMENT F	11,202.74
	PUD	ACCT #202075008	WASTE WATER TREATMENT F	12,127.87
	PUD	ACCT #201721180	WASTE WATER TREATMENT F	23,359.21
145537	PUMPTECH INC	REMOVAL OF PUMP	SOURCE OF SUPPLY	23,609.40
145538	REECE TRUCKING	DUMP FEES	WATER MAINS INSTALL	144.20
145539	REVENUE, DEPT OF	TAXES	CITY CLERK	1.90
	REVENUE, DEPT OF		POLICE ADMINISTRATION	42.38
	REVENUE, DEPT OF		WATER/SEWER OPERATION	209.17
	REVENUE, DEPT OF		GENERAL FUND	284.02

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/24/2020 TO 12/28/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
145539	REVENUE, DEPT OF	TAXES	GOLF ADMINISTRATION	304.70
	REVENUE, DEPT OF		GOLF COURSE	5,883.97
	REVENUE, DEPT OF		STORM DRAINAGE	6,455.76
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	24,266.89
	REVENUE, DEPT OF		UTIL ADMIN	65,286.99
145540	ROBBINS, TAMARA	WELLNESS WORKSHOP	PERSONNEL ADMINISTRATIOI	80.00
145541	ROWLAND, JAMES & DIA	UB REFUND	WATER/SEWER OPERATION	236.03
145542	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	370.00
145543	SAFeway INC.	SUPPLIES	DETENTION & CORRECTION	282.82
145544	SCARSELLA BROS	PAY ESTIMATE #18	GMA - STREET	21,582.29
145545	SHRED-IT US	MONTHLY SERVICES	PERSONNEL ADMINISTRATIOI	4.56
	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	29.28
	SHRED-IT US		POLICE PATROL	30.00
145546	SHROCK, JAYSON	UB REFUND	WATER/SEWER OPERATION	184.45
145547	SNO CO TREASURER	REAL ESTATE EXCISE TAX	GMA-PARKS	50.00
	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	1,955.09
145548	STORSETH, JEREMY	REFUND PERMIT FEE	NON-BUS LICENSES AND PEF	95.00
	STORSETH, JEREMY		COMMUNITY DEVELOPMENT	150.00
145549	STRATEGIES 360	SERVICES	GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
145550	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,464.03
145551	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	1,683.00
145552	SUPERIOR LAWN CARE	BUSINESS RELIEF GRANT	ECONOMIC SUPPORT	10,000.00
145553	T BAILEY, INC.	PAY ESTIMATE #1	WATER/SEWER OPERATION	-4,013.25
	T BAILEY, INC.		WATER RESERVOIRS	87,729.65
145554	TRANSPORTATION, DEPT	PROJECT COSTS	GMA-PARKS	393.06
145555	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	36.84
145556	WANAMAKER, D	UB REFUND	WATER/SEWER OPERATION	68.96
145557	WATERSHED, INC	UNIFORMS	POLICE ADMINISTRATION	533.00
	WATERSHED, INC		DETENTION & CORRECTION	1,584.00
	WATERSHED, INC		POLICE PATROL	3,622.96
145558	WAVEDIVISION HOLDING	INTERNET SERVICE	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,434.49
145559	WEBB, RITA	UB REFUND	WATER/SEWER OPERATION	376.59
	WEBB, RITA		WATER/SEWER OPERATION	646.60
145560	WELSH COMMISSIONING	CONDUCTING MEETINGS	CAPITAL EXPENDITURES	742.50
145561	WHITE CAP CONSTRUCT	THERMA FIT	PARK & RECREATION FAC	351.00
145562	YESCO LLC	REFUND PERMIT FEE	COMMUNITY DEVELOPMENT	100.00
145563	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	58.71
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	73.31
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	88.04
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	107.01
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	109.02
	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	115.41
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	132.79
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	156.19
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	173.08
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	176.08
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	212.80

DATE: 12/30/2020  
TIME: 4:01:32PM

**CITY OF MARYSVILLE  
INVOICE LIST**

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**FOR INVOICES FROM 12/24/2020 TO 12/28/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>1,550,542.10</u></u>
			CHECK # 144642      INITIATOR ERROR	(3,000.00)
				<u><u>1,547,542.10</u></u>
<u>REASON FOR VOIDS:</u>				
		INITIATOR ERROR		
		CHECK LOST/DAMAGED		
		UNCLAIMED PROPERTY		



# *Index #6*

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

**CITY COUNCIL MEETING DATE: January 11, 2021**

<b>AGENDA ITEM:</b>	
Project Award – Centennial Trail Connector	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>  <i>ke for kn</i>
Kyle Woods, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Contract, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P1601	\$1,450,000.00
<b>SUMMARY:</b>	

The Centennial Trail Connector project will include the development of approximately 1.5 miles of a multi-use trail, connecting Bayview Trail to Centennial Trail. The project will also include improvements to the intersection at 84<sup>th</sup> St NE and 83<sup>rd</sup> Ave NE, stormwater, sidewalks, and other misc. work. The project is funded in part by WSDOT and the Department of Commerce.

The project was advertised for a December 10, 2020 bid opening. The City received eighteen bids as shown on the attached bid tabulation. The low bidder was Trimaxx Construction Inc. at \$1,316,359.58 (incl. WSST). The engineer's estimate is \$1,635,593.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,316,359.58
<u>Management Reserve:</u>	<u>\$133,640.42</u>
Total:	\$1,450,000.00
WSDOT:	\$462,500.00
<u>Dept. of Commerce:</u>	<u>\$622,740.00</u>
Total:	\$1,085,240.00
Total Construction Cost to the City (P1601):	\$364,760.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Centennial Trail Connector project contract with Trimaxx Construction Inc. in the amount of \$1,316,359.58 and approve a management reserve of \$133,640.42 for a total allocation of \$1,450,000.00.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Centennial Trail Connector project contract with Trimaxx Construction Inc. in the amount of \$1,316,359.58 , and approve a management reserve of \$133,640.42, for a total allocation of \$1,450,000.00

Centennial Trail Connector  
3100076.563000.P1601  
Certified Bid Tab  
Page 1



SPEC	ITEM	DESCRIPTION	Engineer's Estimate			Trinity			A-1 Landscaping			Trimaxx			Snyder			Oceanside			Redtail					
			QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE
SCHEDULE A																										
1-04.4	1	Minor Changes	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
1-05.2	1	2 Roadway Surveying	1	LS	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00	\$23,450.00	\$23,450.00	\$14,000.00	\$14,000.00	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
1-05.18	1	3 Record Drawings(Minimum Bid \$3500)	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
1-07.15	1	4 SPPC Plan	1	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$4,800.00	\$4,800.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
1-10.3/3/1A	4	5 Project Signs	4	EA	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$14,160.00	\$14,160.00	\$550.00	\$2,200.00	\$1,200.00	\$4,800.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
1-09.7	6	6 Mobilization (8%)	1	LS	\$10,846.00	\$10,846.00	\$8,000.00	\$8,000.00	\$145,670.00	\$145,670.00	\$58,000.00	\$58,000.00	\$150,000.00	\$150,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	
1-10.5	7	7 Project Temporary Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$75,000.00	\$75,000.00	\$198,024.00	\$198,024.00	\$22,000.00	\$22,000.00	\$50,000.00	\$50,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	
2-01.5	8	8 Clearing and Grubbing	1	LS	\$80,000.00	\$80,000.00	\$150,000.00	\$150,000.00	\$31,870.00	\$31,870.00	\$42,000.00	\$42,000.00	\$90,000.00	\$90,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	
2-02.5	9	9 Sawcut	2,450	LF	\$2.50	\$6,125.00	\$3.00	\$7,350.00	\$4.00	\$9,800.00	\$2.70	\$6,615.00	\$1.00	\$2,450.00	2.00	\$4,900.00	\$2.50	\$6,125.00	4.00	\$10,000.00	\$3.00	\$7,350.00	\$2.50	\$6,125.00	\$2.50	\$6,125.00
2-02.5	10	10 Removal of Curb and Gutter	540	LF	\$5.00	\$2,700.00	\$5.00	\$2,700.00	\$11.00	\$5,940.00	\$4.00	\$2,160.00	\$7.00	\$3,780.00	6.00	\$3,060.00	\$2.50	\$1,350.00	6.00	\$3,060.00	\$2.50	\$1,350.00	\$2.50	\$1,350.00	\$2.50	\$1,350.00
2-02.5	11	11 Removal of Sidewalk	388	SY	\$15.00	\$5,820.00	\$10.00	\$3,880.00	\$22.00	\$8,536.00	\$15.00	\$5,820.00	\$8.50	\$3,298.00	12.00	\$4,680.00	\$35.00	\$13,580.00	12.00	\$4,680.00	\$35.00	\$13,580.00	\$35.00	\$13,580.00	\$35.00	\$13,580.00
2-02.5	12	12 Removal of Asphalt	675	SY	\$15.00	\$10,125.00	\$15.00	\$10,125.00	\$18.25	\$12,337.50	\$16.00	\$10,800.00	\$5.00	\$3,375.00	10.00	\$6,750.00	\$20.00	\$13,500.00	10.00	\$6,750.00	\$20.00	\$13,500.00	\$20.00	\$13,500.00	\$20.00	\$13,500.00
2-02.5	13	13 Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$16,780.00	\$16,780.00	\$3,400.00	\$3,400.00	\$7,500.00	\$7,500.00	4,000.00	\$40,000.00	\$35,000.00	\$35,000.00	4,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
2-03.5	14	14 Gravel Borrow Inc. Haul	2,300	TON	\$22.00	\$50,600.00	\$20.00	\$46,000.00	\$42.00	\$96,600.00	\$35.00	\$80,500.00	\$24.00	\$55,200.00	27.00	\$592,500.00	\$18.00	\$41,400.00	27.00	\$592,500.00	\$18.00	\$41,400.00	\$18.00	\$41,400.00	\$18.00	\$41,400.00
2-03.5	15	15 Unsuitable Foundation Excavation Incl. Haul	1,735	CY	\$26.00	\$45,110.00	\$30.00	\$52,050.00	\$42.00	\$72,870.00	\$30.00	\$52,050.00	\$24.00	\$41,640.00	50.00	\$1,300.00	\$55.00	\$95,225.00	50.00	\$1,300.00	\$55.00	\$95,225.00	\$55.00	\$95,225.00	\$55.00	\$95,225.00
2-03.5	16	16 Roadway Excavation Incl. Haul	3,100	CY	\$18.00	\$55,800.00	\$30.00	\$93,000.00	\$40.00	\$124,000.00	\$23.00	\$71,300.00	\$25.00	\$77,500.00	40.00	\$124,000.00	\$50.00	\$155,000.00	40.00	\$124,000.00	\$50.00	\$155,000.00	\$50.00	\$155,000.00	\$50.00	\$155,000.00
2-09.5	17	17 Shoring	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$8,840.00	\$8,840.00	\$1.00	\$1.00	\$500.00	\$500.00	50.00	\$50.00	\$13,000.00	\$13,000.00	50.00	\$50.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	
2-12.5	18	18 Continuation Geotextile for Separation	9,333	SY	\$4.00	\$37,332.00	\$1.00	\$9,333.00	\$1.00	\$9,333.00	\$1.00	\$9,333.00	\$1.75	\$16,332.75	1.00	\$9,333.00	\$2.00	\$18,666.00	1.00	\$9,333.00	\$2.00	\$18,666.00	\$2.00	\$18,666.00	\$2.00	\$18,666.00
2-15.5	19	19 Dewatering	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$21,470.00	\$21,470.00	\$240.00	\$240.00	\$5,000.00	\$5,000.00	5,000.00	\$50,000.00	\$15,000.00	\$15,000.00	5,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
4-04.20	20	20 Crushed Surfacing Base Course	2,300	TON	\$35.00	\$80,500.00	\$23.00	\$52,900.00	\$38.00	\$87,400.00	\$28.00	\$64,400.00	\$34.00	\$78,200.00	42.00	\$1,470.00	\$42.00	\$1,764.00	42.00	\$1,470.00	\$42.00	\$1,764.00	\$42.00	\$1,764.00	\$42.00	\$1,764.00
4-04.5	21	21 Crushed Surfacing Top Course	677	TON	\$35.00	\$23,695.00	\$23.00	\$15,571.00	\$26.00	\$17,602.00	\$46.00	\$31,142.00	\$50.00	\$33,850.00	42.00	\$1,470.00	\$50.00	\$23,500.00	42.00	\$1,470.00	\$50.00	\$23,500.00	\$50.00	\$23,500.00	\$50.00	\$23,500.00
5-04.5	22	22 HMA CL 1/2", PG 64-22	2,140	TON	\$130.00	\$278,200.00	\$87.00	\$186,180.00	\$121.00	\$258,940.00	\$89.00	\$190,460.00	\$87.00	\$186,180.00	112.00	\$14,544.00	\$120.00	\$256,800.00	112.00	\$14,544.00	\$120.00	\$256,800.00	\$120.00	\$256,800.00	\$120.00	\$256,800.00
7-04.5	23	23 Swale	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$23,540.00	\$23,540.00	\$60.00	\$60.00	\$16,000.00	\$16,000.00	1,200.00	\$12,000.00	\$12,000.00	\$12,000.00	1,200.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
7-04.5	24	24 Schedule A Storm Sewer Pipe 12 In. Diam.	232	LF	\$85.00	\$19,720.00	\$45.00	\$10,440.00	\$77.00	\$17,864.00	\$54.00	\$12,528.00	\$55.00	\$12,760.00	80.00	\$6,800.00	\$80.00	\$6,800.00	80.00	\$6,800.00	\$80.00	\$6,800.00	\$80.00	\$6,800.00	\$80.00	\$6,800.00
7-04.5	25	25 Connection to Drainage Structure	14	EA	\$800.00	\$11,200.00	\$500.00	\$7,000.00	\$1,240.00	\$17,360.00	\$600.00	\$5,400.00	\$500.00	\$5,000.00	300.00	\$2,400.00	\$300.00	\$2,400.00	300.00	\$2,400.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00
7-05.5	26	26 Beehive Storm Grate	2	EA	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$980.00	\$1,960.00	\$700.00	\$1,400.00	\$600.00	\$1,200.00	500.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	500.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
7-05.5	27	27 Catch Basin Type 1	11	EA	\$1,400.00	\$15,400.00	\$1,400.00	\$15,400.00	\$1,510.00	\$16,610.00	\$2,200.00	\$24,200.00	\$1,150.00	\$12,650.00	2,000.00	\$28,000.00	\$2,000.00	\$28,000.00	2,000.00	\$28,000.00	\$2,000.00	\$28,000.00	\$2,000.00	\$28,000.00	\$2,000.00	\$28,000.00
7-05.5	28	28 Catch Basin Type 7743	3	EA	\$1,200.00	\$3,600.00	\$1,700.00	\$5,100.00	\$3,470.00	\$10,410.00	\$1,900.00	\$5,700.00	\$1,850.00	\$5,550.00	1,000.00	\$12,000.00	\$1,000.00	\$12,000.00	1,000.00	\$12,000.00	\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00
7-05.5	29	29 ADA/Pedestrian Catch Basin Frame and Lid	4	EA	\$500.00	\$2,000.00	\$600.00	\$2,400.00	\$980.00	\$3,920.00	\$775.00	\$3,100.00	\$700.00	\$2,800.00	850.00	\$4,025.00	\$850.00	\$3,425.00	850.00	\$3,425.00	\$850.00	\$3,425.00	\$850.00	\$3,425.00	\$850.00	\$3,425.00
7-05.5	30	30 Solid Locking Sewer Frame and Lid	3	EA	\$500.00	\$1,500.00	\$550.00	\$1,650.00	\$850.00	\$2,550.00	\$775.00	\$2,325.00	\$725.00	\$2,175.00	850.00	\$2,525.00	\$850.00	\$2,525.00	850.00	\$2,525.00	\$850.00	\$2,525.00	\$850.00	\$2,525.00	\$850.00	\$2,525.00
7-05.5	31	31 Junction Box, Type 1 w/ non-slip lid	8	EA	\$400.00	\$3,200.00	\$3,300.00	\$3,040.00	\$750.00	\$6,000.00	\$570.00	\$4,560.00	\$575.00	\$4,600.00	900.00	\$3,600.00	\$900.00	\$3,600.00	900.00	\$3,600.00	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$900.00	\$3,600.00
7-05.5	32	32 Adjust Junction Box	1	EA	\$300.00	\$300.00	\$600.00	\$600.00	\$4,800.00	\$4,800.00	\$400.00	\$400.00	\$3,800.00	\$3,800.00	400.00	\$1,600.00	\$400.00	\$1,600.00	400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
7-05.5	33	33 Adjust Manhole	3	EA	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$750.00	\$2,250.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00	500.00	\$1,500.00	\$500.00	\$1,500.00	500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
7-05.5	34	34 Adjust Catch Basin	11	EA	\$500.00	\$5,500.00	\$400.00	\$4,400.00	\$980.00	\$9,800.00	\$750.00	\$7,500.00	\$350.00	\$3,500.00	300.00	\$3,300.00	\$350.00	\$3,300.00	300.00	\$3,300.00	\$350.00	\$3,300.00	\$350.00	\$3,30		



SPEC	ITEM	DESCRIPTION	Engineer's Estimate			Interwest			SRV			RJH			Williamson			Taylors Excavators			Razz		
			QUANTITY	UNITS	UNIT PRICES	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE		
SCHEDULE A																							
1-04.4	1	Minor Changes	1	LS	\$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	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
1-05.5	2	Roadway Surveying	1	LS	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	\$14,225.00	
1-05.19	3	Record Drawings/Minimum Bid (\$500)	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
1-07.15	4	SPCC Plan	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	
1-10.3/3/1A	5	Project Signs	4	EA	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
1-09.7	6	Mobilization (\$/hs)	1	LS	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	\$110,846.00	
1-10.5	7	Project Temporary Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
2-01.5	8	Clearing and Grubbing	1	LS	\$80,000.00	\$80,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$133,600.00	\$133,600.00	\$78,063.02	\$78,063.02	\$57,500.00	\$57,500.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	
2-02.5	9	Sawcut	2,450	LF	\$6,125.00	\$14,906.25	\$4.00	\$9,800.00	\$3.30	\$8,085.00	\$2.57	\$6,296.50	\$4.00	\$9,800.00	\$3.00	\$7,350.00	\$1.00	\$12,250.00	\$2.50	\$6,125.00	\$2.50	\$6,125.00	\$2.50
2-02.0	10	Removal of Curb and Gutter	560	LF	\$5.00	\$2,800.00	\$4.25	\$2,380.00	\$3.00	\$1,680.00	\$6.46	\$3,611.60	\$6.00	\$3,360.00	\$10.00	\$5,600.00	\$4.00	\$2,240.00	\$10.00	\$5,600.00	\$4.00	\$2,240.00	\$4.00
2-02.5	11	Removal of Sidewalk	388	SY	\$18.00	\$6,984.00	\$15.00	\$5,820.00	\$9.00	\$3,492.00	\$14.38	\$5,579.44	\$10.00	\$3,880.00	\$10.00	\$3,880.00	\$10.00	\$3,880.00	\$10.00	\$3,880.00	\$10.00	\$3,880.00	\$10.00
2-02.5	12	Removal of Asphalt	675	SY	\$15.00	\$10,125.00	\$14.25	\$9,731.25	\$9.00	\$6,075.00	\$11.46	\$7,735.50	\$8.00	\$5,400.00	\$5.00	\$3,375.00	\$5.00	\$3,375.00	\$5.00	\$3,375.00	\$5.00	\$3,375.00	\$5.00
2-02.5	13	Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$5,950.00	\$5,950.00	\$3,995.00	\$3,995.00	\$6,500.00	\$6,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
2-03.5	14	Gravel Inflow Inc. Haul	2,300	TON	\$22.00	\$50,600.00	\$20.00	\$46,000.00	\$27.00	\$62,100.00	\$23.50	\$54,050.00	\$16.00	\$36,800.00	\$22.00	\$50,600.00	\$16.00	\$36,800.00	\$22.00	\$50,600.00	\$16.00	\$36,800.00	\$16.00
2-03.5	15	Unstable Foundation Excavation Incl. Haul	1,735	CY	\$26.00	\$45,110.00	\$32.00	\$55,520.00	\$37.80	\$65,481.00	\$27.54	\$47,781.90	\$15.00	\$26,025.00	\$22.00	\$38,170.00	\$22.00	\$38,170.00	\$22.00	\$38,170.00	\$22.00	\$38,170.00	\$22.00
2-03.5	16	Roadway Excavation Incl. Haul	3,100	CY	\$18.00	\$55,800.00	\$28.50	\$88,350.00	\$40.90	\$126,790.00	\$39.23	\$121,613.00	\$18.00	\$55,800.00	\$20.00	\$62,000.00	\$22.00	\$68,200.00	\$20.00	\$62,000.00	\$22.00	\$68,200.00	\$20.00
2-09.5	17	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$1.00	\$1.00	\$1,175.93	\$1,175.93	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
2-12.5	18	Construction Geotextile for Separation	9,333	SY	\$4.00	\$37,332.00	\$1.50	\$13,999.50	\$2.50	\$23,332.50	\$1.36	\$12,755.58	\$2.00	\$18,666.00	\$2.50	\$23,332.50	\$1.50	\$13,999.50	\$2.50	\$23,332.50	\$1.50	\$13,999.50	\$1.50
2-15.5	19	Dewatering	1	LS	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$5,879.64	\$5,879.64	\$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	
4-04.5	20	Crushed Surfacing Base Course	2,300	TON	\$38.00	\$88,100.00	\$30.50	\$70,150.00	\$27.75	\$63,825.00	\$26.13	\$60,099.00	\$18.00	\$41,400.00	\$30.00	\$69,000.00	\$27.00	\$62,100.00	\$30.00	\$70,150.00	\$27.00	\$63,825.00	\$27.00
4-04.5	21	Crushed Surfacing Top Course	677	TON	\$39.00	\$26,503.00	\$43.00	\$29,111.00	\$29.50	\$19,971.50	\$30.60	\$20,714.20	\$19.00	\$12,861.00	\$30.00	\$20,310.00	\$30.00	\$20,310.00	\$30.00	\$20,310.00	\$30.00	\$20,310.00	\$30.00
5-04.5	22	HMA CL 1 1/2" P/16 44-22	2,140	TON	\$130.00	\$278,200.00	\$91.50	\$195,810.00	\$101.20	\$216,568.00	\$136.07	\$291,189.80	\$95.00	\$200,300.00	\$120.00	\$256,800.00	\$91.00	\$196,860.00	\$91.00	\$196,860.00	\$91.00	\$196,860.00	\$91.00
7-04.5	23	Swale	1	LS	\$5,000.00	\$5,000.00	\$8,600.00	\$8,600.00	\$12,650.00	\$12,650.00	\$18,562.91	\$18,562.91	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	
7-04.5	24	Schedule A Storm Sewer Pipe 12 In. Diam.	232	LF	\$88.00	\$20,616.00	\$67.00	\$15,544.00	\$58.00	\$13,456.00	\$38.00	\$8,822.60	\$88.00	\$20,616.00	\$60.00	\$13,920.00	\$54.00	\$12,528.00	\$60.00	\$13,920.00	\$54.00	\$12,528.00	\$54.00
7-04.5	25	Connection to Drainage Structure	14	EA	\$80.00	\$1,120.00	\$1,000.00	\$14,000.00	\$36.00	\$504.00	\$150.89	\$2,112.46	\$1,200.00	\$12,000.00	\$800.00	\$11,200.00	\$810.00	\$11,240.00	\$800.00	\$11,200.00	\$810.00	\$11,240.00	\$810.00
7-05.5	26	Beehive Storm Gate	2	EA	\$500.00	\$1,000.00	\$690.00	\$1,380.00	\$520.00	\$1,040.00	\$529.85	\$1,059.70	\$1,250.00	\$1,500.00	\$800.00	\$1,600.00	\$565.00	\$1,130.00	\$565.00	\$1,130.00	\$565.00	\$1,130.00	\$565.00
7-05.5	27	Catch Basin Type 1	11	EA	\$1,200.00	\$13,200.00	\$1,300.00	\$14,300.00	\$1,500.00	\$16,500.00	\$1,484.49	\$16,329.39	\$1,500.00	\$16,500.00	\$1,800.00	\$19,800.00	\$1,800.00	\$20,300.00	\$1,800.00	\$20,300.00	\$1,800.00	\$20,300.00	\$1,800.00
7-05.5	28	Catch Basin Type 1743	3	EA	\$1,200.00	\$3,600.00	\$950.00	\$2,850.00	\$1,750.00	\$5,250.00	\$1,298.89	\$3,896.67	\$1,750.00	\$5,250.00	\$1,800.00	\$5,400.00	\$1,950.00	\$5,850.00	\$1,950.00	\$5,850.00	\$1,950.00	\$5,850.00	\$1,950.00
7-05.5	29	ADA Pedestrian Catch Basin Frame and Lid	4	EA	\$500.00	\$2,000.00	\$1,645.00	\$6,580.00	\$660.00	\$2,640.00	\$691.28	\$2,765.12	\$650.00	\$2,600.00	\$800.00	\$3,200.00	\$650.00	\$2,600.00	\$650.00	\$2,600.00	\$650.00	\$2,600.00	\$650.00
7-05.5	30	Solid Locking Sewer Frame and Lid	3	EA	\$500.00	\$1,500.00	\$425.00	\$1,275.00	\$600.00	\$1,800.00	\$693.26	\$2,079.78	\$600.00	\$1,800.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$800.00
7-05.5	31	Junction Box, Type 1 w/ non-slip lid	8	EA	\$600.00	\$4,800.00	\$550.00	\$4,400.00	\$535.00	\$4,280.00	\$457.50	\$3,660.00	\$1,650.00	\$13,200.00	\$800.00	\$6,400.00	\$550.00	\$4,400.00	\$550.00	\$4,400.00	\$550.00	\$4,400.00	\$550.00
7-05.5	32	Adjust Junction Box	8	EA	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$390.00	\$3,120.00	\$417.46	\$3,339.68	\$1,350.00	\$10,800.00	\$600.00	\$4,800.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$400.00
7-05.5	33	Adjust Manhole	3	EA	\$300.00	\$900.00	\$460.00	\$1,380.00	\$600.00	\$1,800.00	\$1,038.79	\$1,038.37	\$1,750.00	\$5,250.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00
7-05.5	34	Adjust Catch Basin	11	EA	\$500.00	\$5,500.00	\$5,060.00	\$55,660.00	\$575.00	\$6,325.00	\$3,300.31	\$33,303.41	\$1,100.00	\$12,100.00	\$500.00	\$5,500.00	\$383.00	\$4,213.00	\$383.00	\$4,213.00	\$383.00	\$4,213.00	\$383.00
7-15.5	35	Relocate Water Meter	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,425.00	\$1,425.00	\$1,037.20	\$1,037.20	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	
8-01.5	36	Temporary Erosion/Water Pollution Control	1	LS	\$25,000.00	\$25,000.00	\$12,250.00	\$12,250.00	\$11,650.00	\$11,650.00	\$23,057.36	\$23,057.36	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
8-01.5	37	Lawn Installation	600	SY	\$20.00	\$12,000.00	\$14.00	\$8,400.00	\$9.00	\$5,400.00	\$7.49	\$4,494.00	\$11.00	\$6,600.00	\$15.00	\$9,000.00	\$11.00	\$6,600.00	\$15.00	\$9,000.00	\$11.00	\$6,600.00	\$11.00
8-02.5	38	Topsoil Type A	350	CY	\$50.00	\$17,500.00	\$61.50	\$21,525.00	\$55.00	\$19,250.00	\$40.51	\$14,178.50	\$50.00	\$17,500.00	\$60.00	\$21,000.00	\$62.00	\$21,700.00	\$60.00	\$21,000.00	\$62.00	\$21,700.00	\$62.00
8-02.5	39	Bank or Wood Chip Mutch	100	CY	\$66.00	\$6,600.00	\$50.25	\$5,025.00	\$50.00	\$5,000.00	\$108.53	\$10,853.00	\$33.00	\$3,300.00	\$80.00	\$8,000.00	\$68.00	\$6,800.00	\$80.00	\$8,000.00	\$68.00	\$6,800.00	

Centennial Trail Connector

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Certified Bid Tab 12/10/2020

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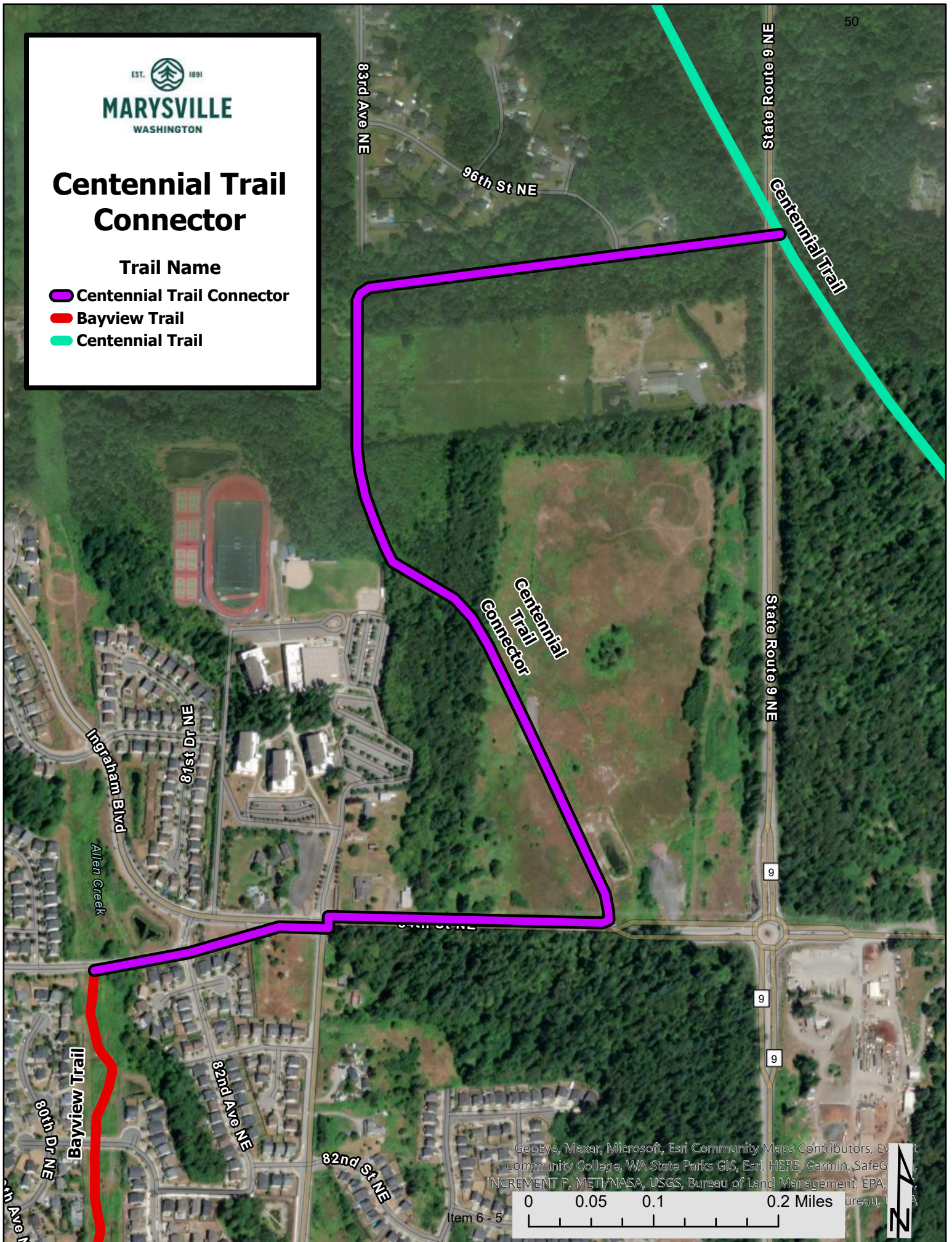
SPCC	ITEM	DESCRIPTION	Engineer's Estimate			Prem. Services Inc			Welwest			Tiger			Mchre and Sons			Colocurcio			Allied Const. Assoc.		
			QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	
SCHEDULE A																							
1-04.4	1	Minor Changes	1	LS	\$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	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
1-05.5	2	Roadway Surveying	1	LS	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	
1-05.18	3	Record Drawings/Minimum Bid \$3500	1	LS	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
1-07.15	1	SIPCC Plan	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$240.00	\$240.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
1-10.30(A)	6	Project Signs	4	EA	\$100.00	\$400.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
1-09.7	1	Mobilization (8%)	1	LS	\$110,844.00	\$110,844.00	\$92,654.00	\$92,654.00	\$50,000.00	\$50,000.00	\$148,000.00	\$148,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	
1-10.5	7	Project Temporary Traffic Control	1	LS	\$30,000.00	\$30,000.00	\$72,000.00	\$72,000.00	\$36,000.00	\$36,000.00	\$80,000.00	\$80,000.00	\$101,000.00	\$101,000.00	\$101,000.00	\$101,000.00	\$162,500.00	\$162,500.00	\$162,500.00	\$162,500.00	\$162,500.00	\$162,500.00	
2-01.5	8	Clearing and Grubbing	1	LS	\$80,000.00	\$80,000.00	\$155,780.00	\$155,780.00	\$76,000.00	\$76,000.00	\$120,000.00	\$120,000.00	\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	
2-02.9	9	Sewer	2,450	LF	\$2.50	\$6,125.00	\$3.00	\$7,350.00	\$3.00	\$7,350.00	\$3.90	\$9,555.00	\$7.00	\$17,150.00	\$7.00	\$17,150.00	\$6.00	\$14,700.00	\$6.00	\$14,700.00	\$6.00	\$14,700.00	\$6.00
2-02.5	10	Removal of Curb and Gutter	560	LF	\$5.00	\$2,800.00	\$4.00	\$2,240.00	\$10.00	\$5,600.00	\$4.80	\$2,688.00	\$3.00	\$1,620.00	\$3.00	\$1,620.00	\$3.00	\$1,620.00	\$3.00	\$1,620.00	\$3.00	\$1,620.00	\$3.00
2-02.5	11	Removal of Sidewalk	388	SY	\$15.00	\$5,820.00	\$10.00	\$3,880.00	\$15.00	\$5,820.00	\$14.00	\$5,424.00	\$13.00	\$5,052.00	\$13.00	\$5,052.00	\$12.00	\$4,656.00	\$12.00	\$4,656.00	\$12.00	\$4,656.00	\$12.00
2-02.5	12	Removal of Asphalt	675	SY	\$15.00	\$10,125.00	\$10.00	\$6,750.00	\$15.00	\$10,125.00	\$6.40	\$4,320.00	\$27.00	\$18,225.00	\$25.00	\$16,875.00	\$25.00	\$16,875.00	\$24.00	\$16,200.00	\$24.00	\$16,200.00	\$24.00
2-02.5	13	Removal of Structures and Obstructions	1	LS	\$100,000.00	\$100,000.00	\$250,000.00	\$250,000.00	\$100,000.00	\$100,000.00	\$93,700.00	\$93,700.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
2-03.5	14	Gravel Borrow Inc. Haul	2,300	TON	\$22.00	\$50,600.00	\$20.00	\$46,000.00	\$29.00	\$67,000.00	\$24.00	\$55,200.00	\$33.00	\$75,900.00	\$33.00	\$75,900.00	\$32.50	\$74,750.00	\$32.50	\$74,750.00	\$32.50	\$74,750.00	\$32.50
2-03.5	15	Unsuitable Foundation Excavation Incl. Haul	1,735	SY	\$26.00	\$45,110.00	\$20.00	\$34,700.00	\$36.00	\$62,460.00	\$31.50	\$54,622.50	\$42.00	\$72,870.00	\$38.50	\$66,797.50	\$42.00	\$72,870.00	\$38.50	\$66,797.50	\$38.50	\$66,797.50	\$38.50
2-03.5	16	Roadway Excavation Incl. Haul	3,100	CY	\$18.00	\$55,800.00	\$24.00	\$74,400.00	\$36.00	\$111,600.00	\$34.00	\$105,600.00	\$28.00	\$86,800.00	\$32.30	\$100,130.00	\$30.00	\$90,000.00	\$30.00	\$90,000.00	\$30.00	\$90,000.00	\$30.00
2-09.6	17	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	
2-12.5	18	Construction Geotextile for Separation	9,333	SY	\$4.00	\$37,332.00	\$1.00	\$9,333.00	\$3.00	\$27,999.00	\$1.00	\$9,333.00	\$1.60	\$14,932.80	\$1.50	\$13,999.50	\$1.50	\$13,999.50	\$1.50	\$13,999.50	\$1.50	\$13,999.50	\$1.50
2-15.5	19	Dewatering	1	LS	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$6,120.00	\$6,120.00	\$11,250.00	\$11,250.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
4-04.5	20	Crushed Surfacing Base Course	2,900	TON	\$35.00	\$101,500.00	\$27.00	\$78,300.00	\$29.00	\$84,600.00	\$32.00	\$93,600.00	\$35.00	\$101,500.00	\$33.00	\$95,700.00	\$33.00	\$95,700.00	\$33.00	\$95,700.00	\$33.00	\$95,700.00	\$33.00
4-04.5	21	Crushed Surfacing Top Course	677	TON	\$35.00	\$23,695.00	\$28.00	\$18,956.00	\$29.00	\$19,683.00	\$48.00	\$32,516.00	\$38.00	\$25,716.00	\$41.00	\$27,757.00	\$41.00	\$27,757.00	\$41.00	\$27,757.00	\$41.00	\$27,757.00	\$41.00
5-04.5	22	HMA CL 1/2" PG 64-22	2,140	TON	\$130.00	\$278,200.00	\$86.00	\$184,040.00	\$138.00	\$295,320.00	\$101.00	\$216,140.00	\$101.00	\$216,140.00	\$90.00	\$192,600.00	\$91.00	\$194,740.00	\$91.00	\$194,740.00	\$91.00	\$194,740.00	\$91.00
7-04.5	23	Swale	1	LS	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$6,780.00	\$6,780.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
7-04.5	24	Schedule A Storm Sewer Pipe 12" In. Diam.	232	LF	\$85.00	\$19,720.00	\$62.00	\$14,384.00	\$70.00	\$16,240.00	\$61.00	\$14,132.00	\$125.00	\$29,000.00	\$80.00	\$18,560.00	\$40.00	\$9,280.00	\$40.00	\$9,280.00	\$40.00	\$9,280.00	\$40.00
7-04.5	25	Connection to Drainage Structure	14	EA	\$500.00	\$7,000.00	\$400.00	\$5,600.00	\$700.00	\$9,800.00	\$500.00	\$7,000.00	\$600.00	\$8,400.00	\$700.00	\$8,400.00	\$600.00	\$7,200.00	\$600.00	\$7,200.00	\$600.00	\$7,200.00	\$600.00
7-05.5	26	Beehive Storm Grate	2	EA	\$500.00	\$1,000.00	\$350.00	\$700.00	\$500.00	\$1,000.00	\$439.00	\$878.00	\$606.00	\$1,212.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	
7-05.5	27	Catch Basin Type 1	11	EA	\$1,200.00	\$13,200.00	\$1,600.00	\$17,600.00	\$1,300.00	\$14,300.00	\$1,130.00	\$12,430.00	\$1,800.00	\$21,600.00	\$1,800.00	\$21,600.00	\$2,500.00	\$27,500.00	\$1,500.00	\$16,500.00	\$1,500.00	\$16,500.00	\$1,500.00
7-05.5	28	Catch Basin Type 2/43	3	EA	\$1,200.00	\$3,600.00	\$2,700.00	\$8,100.00	\$1,500.00	\$4,500.00	\$1,400.00	\$4,200.00	\$1,899.00	\$5,697.00	\$5,697.00	\$2,700.00	\$8,100.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
7-05.5	29	ADA Pedestrian Catch Basin Frame and Lid	4	EA	\$500.00	\$2,000.00	\$480.00	\$1,920.00	\$500.00	\$2,000.00	\$439.00	\$1,756.00	\$1,705.00	\$6,820.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00
7-05.5	30	Solid Locking Sewer Frame and Lid	3	EA	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$1,800.00	\$5,400.00	\$1,317.00	\$3,951.00	\$2,445.00	\$7,335.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$400.00
7-05.5	31	Junction Box, Type 1 w/ non-slip lid	8	EA	\$600.00	\$4,800.00	\$200.00	\$1,600.00	\$1,450.00	\$11,600.00	\$530.00	\$4,240.00	\$1,050.00	\$8,400.00	\$600.00	\$4,800.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$500.00
7-05.5	32	Adjust Junction Box	8	EA	\$300.00	\$2,400.00	\$400.00	\$1,200.00	\$1,300.00	\$10,400.00	\$385.00	\$1,480.00	\$1,050.00	\$8,400.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00
7-05.5	33	Adjust Manhole	3	EA	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$500.00	\$1,500.00	\$855.00	\$2,565.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00
7-05.5	34	Adjust Catch Basin	11	EA	\$500.00	\$5,500.00	\$600.00	\$6,600.00	\$500.00	\$5,000.00	\$666.00	\$7,326.00	\$475.00	\$5,225.00	\$800.00	\$8,800.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00
7-15.5	35	Relocate Water Meter	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$855.00	\$855.00	\$950.00	\$950.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
8-01.5	36	Temporary Erosion/Water Pollution Control	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$4,000.00	\$4,000.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
8-01.5	37	Lawn Installation	600	SY	\$20.00	\$12,000.00	\$15.00	\$9,000.00	\$15.00	\$9,000.00	\$8.70	\$5,220.00	\$16.00	\$9,600.00	\$16.00	\$9,600.00	\$16.00	\$9,600.00	\$16.00	\$9,600.00	\$16.00	\$9,600.00	\$16.00
8-02.5	38	Topsoil Type A	350	CY	\$60.00	\$21,000.00	\$75.00	\$26,250.00	\$60.00	\$21,000.00	\$54.00	\$18,900.00	\$80.00	\$28,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00	\$21,000.00	\$60.00
8-02.5	39	Bark or Wood Chip Mulch	100																				



# Centennial Trail Connector

## Trail Name

-  Centennial Trail Connector
-  Bayview Trail
-  Centennial Trail



## 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 Trimaxx Construction Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 12903 WAYWARD WAY SEDRO WOOLLEY, WA 98284, (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:

### Centennial Trail Connector P1601

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2018 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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



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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within One Hundred (100) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is One Million Three Hundred Sixteen Thousand Three Hundred Fifty Nine Dollars and Fifty Eight Cents (\$1,316,359.58) 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 December 10, 2020. 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 Chris Monson on behalf of the Contractor and by Kyle Woods 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:  
Trimaax Construction Inc.  
Attn: Chris Monson  
12901 Wayward Way  
Sedro Woolley, WA 98284

City:  
City of Marysville  
Public Works – Attn: Kyle Woods  
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\_\_\_\_\_.

TRIMAXX CONSTRUCTION INC

By: \_\_\_\_\_  
Chris Monson  
Its: President

Attested/Authenticated:

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

Approved as to form:

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





**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>	Centennial Trail Connector
<b>Contractor</b>	Trimaxx 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 \_\_\_\_\_ (Contractor), a corporation organized under the laws of the State of \_\_\_\_\_, 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 One Million Three Hundred Sixteen Thousand Three Hundred Fifty Nine Doallars and 58/100's Dollars (\$1,316,359.58), 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: Centennial Trail Connector

Contract Number: P1601

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




# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2021**

<b>AGENDA ITEM:</b>	
Transportation Improvement Board (TIB) Grant Agreement for State Avenue: 104 <sup>th</sup> Pl NE to 116 <sup>th</sup> St NE	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Fuel Tax Grant Distribution Agreement Project Funding Status Form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	N/A
<b>SUMMARY:</b>	

The City of Marysville was awarded Transportation Improvement Board (TIB) funds in the amount of \$4,000,000 towards construction of State Avenue from 104<sup>th</sup> Pl NE to 116<sup>th</sup> St NE. This is the last section of the State Avenue corridor to widen from three lanes to five lanes. The City's match towards construction is estimated at \$3,866,027.

In order to receive approval from TIB and to be reimbursed for expenses, the City must sign and return the Fuel Tax Grant Distribution Agreement and the Project Funding Status Form. Funds for the project will not be available until 2022 and after these documents are returned to TIB.

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the Mayor to sign the Fuel Tax Grant Agreement and Project Funding Status Form for TIB grant construction funding of State Avenue from 104<sup>th</sup> Pl NE to 116<sup>th</sup> St NE.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign the Fuel Tax Grant Agreement and Project Funding Status Form.



City of Marysville  
8-1-143(011)-1  
State Avenue  
104th PI NE to 116th St NE

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Marysville  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the State Avenue, 104th PI NE to 116th St NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 50.8516 percent of approved eligible project costs up to the amount of \$4,000,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

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





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

## 5.0 TERM OF AGREEMENT

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

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

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

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

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

### 9.2 DEFAULT

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



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

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

### 9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

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

## 10.0 USE OF TIB GRANT FUNDS

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

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



## 12.0 INDEPENDENT CAPACITY

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

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

## 14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form  
Attorney General

By:

Signature on file

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

City of Marysville

Transportation Improvement Board

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

\_\_\_\_\_  
Executive Director Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name





# Project Funding Status Form

Agency Name **MARYSVILLE**  
Project Name: **State Avenue**  
**104th PI NE to 116th St NE**

TIB Project Number: **8-1-143(011)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
October 2021	December 2021	June 2023

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	3,866,027	
WSDOT	0	
<b>TOTAL LOCAL FUNDS</b>	<b>3,866,027</b>	

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

### Mayor or Public Works Director

\_\_\_\_\_  
Signature  
Jon Nehring

\_\_\_\_\_  
Date  
Mayor

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

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

# *Index #8*

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

**CITY COUNCIL MEETING DATE: January 11, 2021**

<b>AGENDA ITEM:</b>	
Agreement with WSDOT for SR 529 Roundabout Gateway Sign Treatment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	KL for KN
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Agreement and Attachments	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1402	\$63,943
<b>SUMMARY:</b>	

WSDOT will be soliciting a request for proposal soon to select a design-build contractor for the I-5 NB Marine View Drive to SR 529 Corridor and Interchange Improvements project. The project includes plans for a roundabout on SR 529, located south of the Ebey Slough Bridge, where northbound and southbound SR 529 will intersect. The City desires to include a gateway sign at this roundabout. The attached agreement between WSDOT and the City authorizes the improvements to be included in the project and for WSDOT to seek reimbursement from the City to accommodate said improvements. The total estimate for this work and contingency is \$63,943. The City will be responsible for actual cost associated with this work.

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign and execute the enclosed Agreement with WSDOT for the SR 529 roundabout gateway sign treatment.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the agreement.



**GCB 3347**  
**Construction Agreement**  
**I-5 NB Marine View Drive to SR 529 Corridor and**  
**Interchange Improvements Project**  
**City of Marysville's Added Work**

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Marysville, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

**RECITALS**

1. In the I-5 NB Marine View Drive to SR 529 Corridor and Interchange Improvements Project, hereinafter the "Project," WSDOT will construct a new on-ramp from SR 529 onto southbound (SB) I-5, construct a new off-ramp from northbound (NB) I-5 to SR 529, and add a permanent fourth lane, designated for high-occupancy vehicles (HOVs), on NB I-5 from Marine View Drive in Everett to SR 529 in Marysville.
2. WSDOT will construct the Project using the design-build method of project delivery.
3. The City proposes to add work to the Project, hereinafter "City's Added Work," for construction of a gateway sign welcoming drivers to Marysville, which will be located in a new roundabout to be constructed by the Project on the east side of the I-5/SR 529 interchange, as shown in Exhibit A. The City's Added Work includes, but is not limited to, fabrication of the gateway sign and building a foundation for the sign, as shown in Exhibit B.
4. The City will provide WSDOT with the plans for the City's Added Work and WSDOT will provide the associated technical requirements, together hereinafter the "City's Plans and Requirements."
5. The City is funding one hundred percent (100%) of the construction cost of the City's Added Work in a total amount estimated to be Sixty Two Thousand Eight Hundred Thirty Three Dollars (\$62,833), as shown in Exhibit B.
6. WSDOT and the City wish to define the responsibilities of each Party in regard to the City's Added Work.
7. WSDOT and the City will enter into a separate agreement, GMB 1176, to address the maintenance of certain facilities, including the gateway sign constructed as the City's Added Work.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. PROJECT CONTRACT**

1.1 WSDOT shall include the City’s Plans and Requirements for the City’s Added Work as part of WSDOT’s Request for Proposal, hereinafter “RFP,” for the Project. The RFP and any addenda shall be incorporated into the executed Project contract, hereinafter the “Contract.” The Contract and any addenda are by this reference made a part of this Agreement as if fully attached and incorporated herein.

1.2 All references in this Agreement to “contractor” apply to the design-build contractor that shall enter into the Contract with WSDOT for the final design and construction of the Project.

**1.3 Project Managers**

1.3.1 The Parties designate the following Project Managers for this Agreement:

City of Marysville	Washington State Department of Transportation
Jeff Laycock, P.E. City Engineer City of Marysville 1049 State Avenue Marysville, WA 98270 360.363.8274 <a href="mailto:jlaycock@marysvillewa.gov">jlaycock@marysvillewa.gov</a>	Shawn Neil Wendt, P.E. Project Engineer Washington State Dept. of Transportation 9029 El Capitan Way Everett, WA 98208 425.225.8726 <a href="mailto:WendtS@wsdot.wa.gov">WendtS@wsdot.wa.gov</a>

1.3.2 A Party may designate an alternative Project Manager by notifying the other Party in writing, which includes communication by email.

**2. WSDOT RESPONSIBILITIES**

2.1 WSDOT, on behalf of the City, agrees to perform WSDOT Construction Management of the City’s Added Work, which includes:

- 2.1.1 WSDOT shall conduct the advertising and award of the Contract and shall manage the Contract in accordance with its terms, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.
- 2.1.2 WSDOT shall provide all necessary services and tools for administering the Contract, and shall ensure that the City's Added Work is constructed in accordance with the Contract and the terms of this Agreement.
- 2.2 WSDOT shall maintain construction documentation in accordance with provisions of the Washington State Department of Transportation *Construction Manual M 41-01*, current edition, and amendments thereto, hereinafter "*Construction Manual M 41-01*."
- 2.3 WSDOT shall coordinate with the City to determine the need for, and frequency of, meetings concerning the City's Added Work.

### **3. CITY RESPONSIBILITIES**

- 3.1 The City shall be responsible for all costs of the City's Added Work. The City further agrees that WSDOT shall have no liability or responsibility for payment of any or all contractor and/or subcontractor costs for the City's Added Work, including materials costs, required and elective change orders, and costs associated with contractor claims and/or delays attributable to failure of performance by the City.
- 3.2 The City may inspect the City's Added Work at the City's sole expense. The City's Project Manager shall be allowed to freely consult with and inquire of WSDOT's Project Manager, and attend all meetings and have access to all documentation as to matters concerning the City's Added Work. The City agrees not to provide direction to the contractor. All formal contact between the City's Project Manager and the contractor shall be through WSDOT's Project Manager or designee. Any City monitoring and/or inspection of the City's Added Work shall not relieve WSDOT of its duty and responsibility to perform WSDOT Construction Management.
- 3.3 The City shall review all applications for City permits made by WSDOT and/or the contractor in an expedited manner as needed to ensure timely Project delivery of the City's Added Work.

### **4. DESIGN REVIEW AND APPROVAL**

- 4.1 WSDOT shall require the contractor to procure and install the City's Added Work (Gateway Sign) in accordance with the Released For Construction Submittal issued pursuant to Section 4.2.3 below.
- 4.2 WSDOT shall provide the City with submittals from the contractor for each design element of the City's Added Work, as stated in Sections 4.2.1, 4.2.2 and 4.2.3.
- 4.2.1 Initial Design Submittal. Based upon the design provided by the City, the Initial Design Submittal by the contractor shall make proposed resolutions of any identified substantive flaws and conflicts in preliminary design prior to proceeding to final design. A "substantive flaw" is a flaw likely to have a significant negative impact on the structure, function, safety and/or appearance of the City's Added Work.
- 4.2.2 Final Design Submittal. When the design for a given element or area is near 100% complete, the Final Design Submittal by the contractor shall address the City's comments on the Initial Design Submittal and shall include plan sheets and specifications necessary to construct the City's Added Work.
- 4.2.3 Released For Construction (RFC) Submittal. Comments from the City on the Final Design Submittal shall be resolved to the City's satisfaction, prior to issuance of the RFC plans for the City's Added Work. The RFC Submittal shall include all specifications and special provisions necessary to construct the City's Added Work as represented in the submittal.
- 4.3 Design Review Process. There shall be a twelve (12) working day period for the City to review each submittal in Section 4.2, with a right to extend the review by up to seven (7) working days if notice is given to WSDOT within the 12 working day review period. Review comments shall be submitted in a manner and form as mutually agreed by WSDOT and the City.
- 4.4 Changes to RFC Submittal. WSDOT shall attempt to avoid the need for plan changes after RFC approval. In the event such changes occur, the City shall undertake any additional review in as expedited a manner as practicable. WSDOT and the contractor shall coordinate and obtain written concurrence from the City prior to implementing revisions or deviations from the RFC plans.

## **5. CHANGE ORDERS - CONTRACT CHANGES**

- 5.1 The City authorizes WSDOT to initiate, document, and perform negotiations with the contractor, provide approval recommendations and to execute all change orders for the City's Added Work in compliance with Section 5 of this

Agreement. WSDOT shall prepare change orders with supporting documentation and data in accordance with the Contract. WSDOT's Project Manager shall prepare all change orders to the City's Added Work with written concurrence of the City's Project Manager. WSDOT shall notify the City of errors or omissions in the Contract concerning the City's Added Work as soon as reasonably practical.

- 5.2 Change orders for the City's Added Work are defined in accordance with the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, current edition, and amendments thereto, hereinafter "*Standard Specifications M 41-10*."
- 5.3 Change order process and execution shall be in accordance with the Contract and with Chapter 1 of *Construction Manual M 41-01*, unless otherwise provided herein.
- 5.4 The City shall review and provide written approval or rejection to WSDOT of all proposed change orders for the City's Added Work. The City's written approval or rejection may be in the form of an email.
- 5.5 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the City's approval of the change order for the City's Added Work. For any change order that is required as a result of emergency or other cause beyond the reasonable control of either Party, WSDOT and the City shall cooperate to equitably allocate the amount of the change order based upon the impacts to the cost of their respective work.
- 5.6 Required change orders to the City's Added Work are change orders to the Contract that involve: a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the City's Added Work, and/or b) mitigating an emergency or safety threat to the traveling public. All other change orders shall be considered elective.
- 5.7 At the City's sole expense, the City may request additions or modifications to the Contract (elective change orders) through WSDOT. WSDOT shall comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, City's Added Work permits, state and/or federal law and applicable rules and/or regulations and/or design policies. WSDOT shall review and approve all change orders requested by the City, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the City's Added Work or quality of the improvements depicted in the Contract or is inconsistent with the terms of the Contract. WSDOT shall issue a written approval or

objection to the change order within ten (10) working days of receipt of the change order. If WSDOT does not issue a written notice of approval or objection to the change order within the ten (10) working day review period, then the change order shall be deemed to be approved by WSDOT. In the event of an objection the City and WSDOT shall meet within five (5) working days to resolve such objection in a manner mutually acceptable to the Parties.

- 5.8 The City and WSDOT shall make every effort to expedite each approval and the Parties understand that any delays associated with the City's and/or WSDOT's approval of a change order may cause increases in the City's Added Work cost, as well as increases in the cost of WSDOT Construction Management. Each Party shall be responsible for any additional costs attributable to that Party's delay in the change order process.

## **6. PAYMENT**

- 6.1 The total cost estimate for construction of the City's Added Work is \$62,833, as shown in Exhibit B. However, the City shall reimburse WSDOT for one hundred percent (100%) of the actual direct labor and direct non-labor costs of construction of the City's Added Work.
- 6.2 WSDOT shall send the City an invoice for \$62,833 for the total construction cost of the City's Added Work within thirty (30) calendar days of completion of the construction of the City's Added Work. The City agrees to pay WSDOT a lump sum amount of \$62,833 within thirty (30) calendar days after receipt of WSDOT's invoice.
- 6.3 The City warrants that it has set aside sufficient funds to fund this Agreement in its entirety, including the amount for a contingency as provided in Section 7.

## **7. CONTINGENCY**

- 7.1 At the time the City pays WSDOT a lump sum amount (\$62,833) for the City's Added Work pursuant to Section 6 of this Agreement, WSDOT's indirect cost rate, currently 13.23%, is expected to be a higher rate, estimated as 15.23%. The City agrees to a contingency of One Thousand One Hundred Ten Dollars (\$1,110), which is two (2) percent of Fifty Five Thousand Four Hundred Ninety Two Dollars (\$55,492), as shown in Exhibit B. WSDOT shall invoice the City for the actual indirect cost rate at the time that construction of the City's Added Work is complete and the City shall pay WSDOT within thirty (30) days of receipt of the invoice, for a maximum payment of Sixty Three Thousand Nine Hundred Forty Three Dollars (\$63,943, which is \$62,833 lump sum plus \$1,110 contingency).

- 7.2 In the event of a cost increase exceeding the contingency, the Parties may negotiate a written Amendment to this Agreement pursuant to Section 14.1 to address said increase.

## 8. AGREEMENT MANAGERS

- 8.1 For all communications regarding this Agreement the Parties designate the following representatives:

City of Marysville	Washington State Department of Transportation
Jeff Laycock City Engineer City of Marysville 1049 State Avenue Marysville, WA 98270 360.363.8274 <a href="mailto:jlaycock@marysvillewa.gov">jlaycock@marysvillewa.gov</a>	Ed Kane, P.E. Engineering Manager Washington State Dept. of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 206.440.4771 <a href="mailto:KaneEd@wsdot.wa.gov">KaneEd@wsdot.wa.gov</a>

- 8.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

## 9. RIGHT OF ENTRY

- 9.1 WSDOT hereby gives the City and its authorized agents and employees a right of entry upon WSDOT I-5 right of way and SR 529 right of way for purposes of fulfilling the City's responsibilities under this Agreement, subject to prior approval from the WSDOT Project Manager, which includes communication by email.

## 10. INSPECTION AND ACCEPTANCE

- 10.1 Upon satisfactory completion of the City's Added Work by the contractor and receipt of a notice of physical completion of the City's Added Work, WSDOT shall notify the City. Prior to acceptance of the contractor's completion of the City's Added Work, WSDOT and the City shall conduct a joint final inspection of the City's Added Work. WSDOT agrees to document the outcome of the final inspection in writing to the City. If the City concurs that the City's Added Work has been completed according to the Contract and any approved change orders, the City shall deliver a letter of acceptance to WSDOT's Project Manager that shall include a release of WSDOT from all future claims and demands by the City associated with the City's Added Work, except those, if

any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.

- 10.2 If a letter of the City's acceptance of the City's Added Work is not received by WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work, the City's Added Work and WSDOT Construction Management shall be considered accepted by the City and WSDOT shall be released from all future claims or demands, except from those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.
- 10.3 The City may withhold its acceptance of the City's Added Work and/or WSDOT Construction Management by submitting written notification to WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work. The City's notification shall include its reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in the City's notification. Upon resolution of the outstanding issues, the City shall promptly deliver its letter of acceptance to WSDOT.

## 11. CLAIMS

- 11.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the City's Added Work, WSDOT shall immediately notify the City of such claim. WSDOT shall provide a written recommendation to the City regarding resolution of the contractor claim. The Parties shall cooperate and coordinate regarding WSDOT's management of the contractor claim. The City shall cooperate with WSDOT's defense of the claim. Except as otherwise provided under this Agreement, the City shall reimburse WSDOT costs incurred in WSDOT's defense of the claim, including reasonable attorney's fees.
- 11.2 Third Party Claims for Damages Post City's Added Work Acceptance: After the City's Added Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the City's Added Work located on City or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.



## **12. DAMAGE TO THE CITY'S ADDED WORK DURING CONSTRUCTION**

- 12.1 The City authorizes WSDOT to direct the contractor to repair damages caused by a third party to the City's Added Work during construction. For purposes of Section 11 a third party is neither WSDOT nor the contractor.
- 12.2 The City agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 12.3 WSDOT shall document said third party damage by required change order and cooperate with the City in identifying, if possible, the third party. WSDOT shall also separately document and invoice the City for WSDOT's costs associated with third party damage.

## **13. TERMINATION**

- 13.1 This Agreement shall be terminated upon (a) completion of WSDOT Construction Management under this Agreement, (b) final inspection and acceptance of the contractor's work by the City and WSDOT pursuant to Section 10, (c) final payment for WSDOT Construction Management, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.
- 13.2 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.
- 13.3 If any of the funding allocated for the City's Added Work is withdrawn after the execution of this Agreement, the City may, at its sole discretion, a) give written notice to WSDOT that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to WSDOT that the City's participation in the Project shall terminate. If the City gives WSDOT a written notice of termination pursuant to this Section 13.3 then this Agreement shall terminate ten (10) calendar days from the day WSDOT receives the notice or upon final payment for Project work undertaken *prior* to WSDOT's receipt of the City's notice of termination, whichever is later.
- 13.4 If any of the funding allocated for the Project is withdrawn after execution of this Agreement, WSDOT may, at its sole discretion, a) give written notice to the City that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to the City that the City's Added Work participation in the Project shall terminate. If WSDOT gives the City a written notice of termination pursuant to this Section 13.4 then this Agreement shall terminate ten (10) calendar days from the day the City receives the notice or upon final payment for Project work undertaken *prior* to the City's receipt of WSDOT's notice of termination, whichever is later.

- 13.5 Except as otherwise provided herein, a termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

#### 14. GENERAL PROVISIONS

- 14.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 14.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date of the execution of this Agreement.
- 14.3 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of a Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 14.4 Indemnification and Waiver: Unless a claim falls within the provisions of Section 11.2, each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.

- 14.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 14.5.1 through 14.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:
- 14.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- 14.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 14.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 14.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor, and WSDOT's Northwest Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 14.5.4 In the event the City's Mayor and WSDOT's Northwest Region Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 14.6 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston City Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 14.7 Audits/Records: All records for work authorized by this Agreement shall be held and kept available for inspection and audit by WSDOT, the City, and the

Federal government for a period of six (6) years from the date of termination of this Agreement or date of any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. The provisions of this section shall survive the termination of this Agreement.

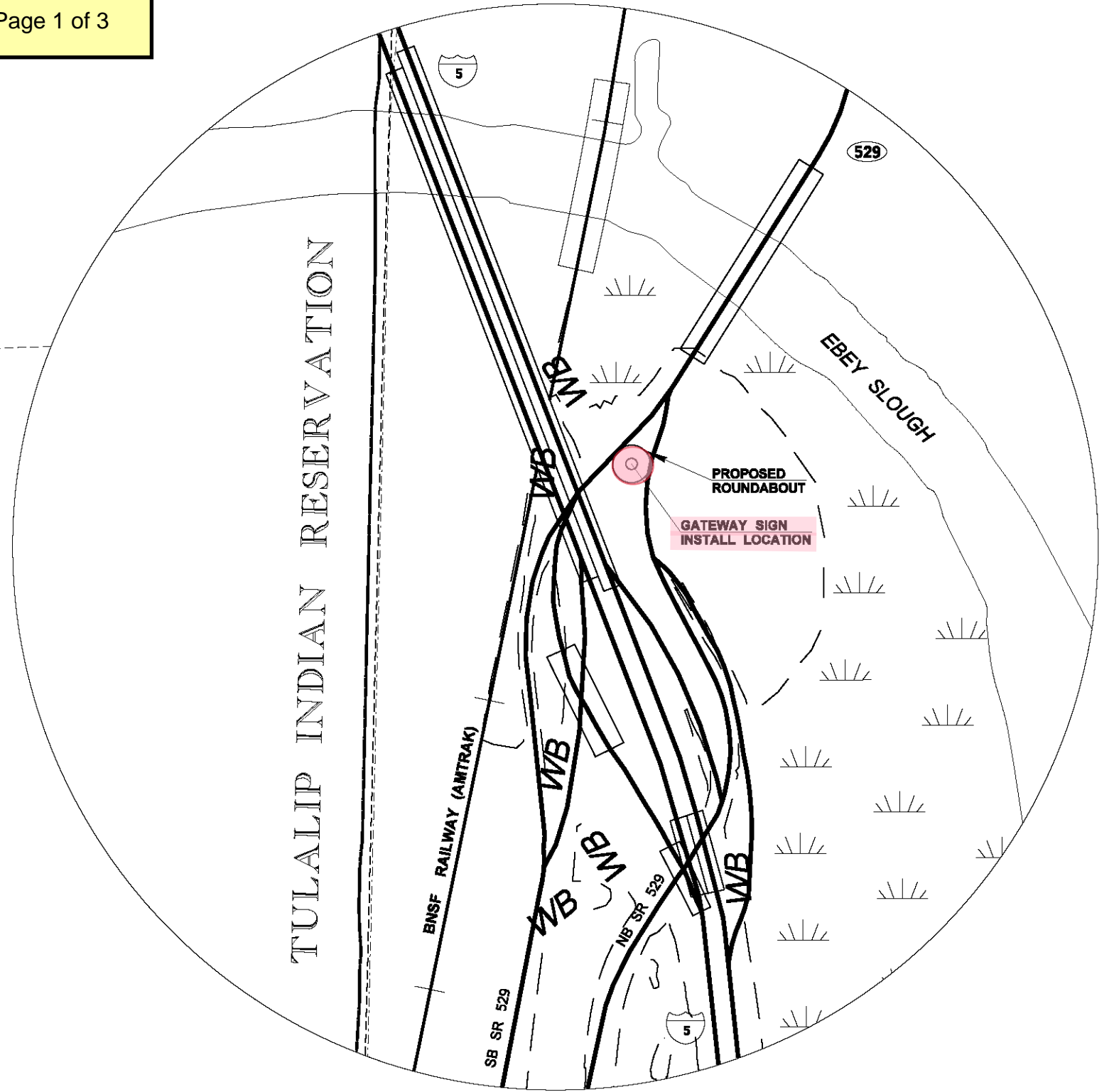
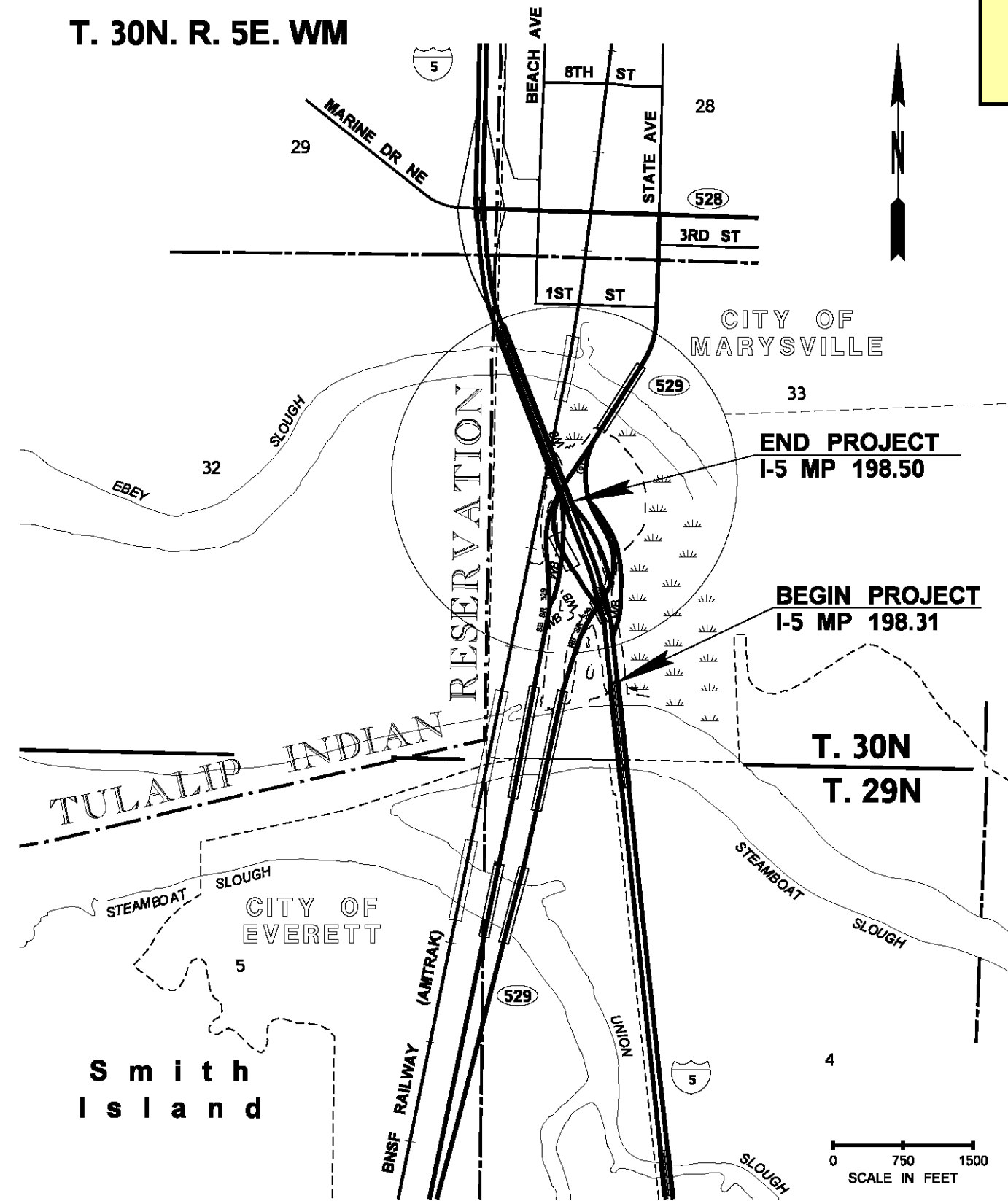
- 14.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 14.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 14.10 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Jon Nehring Mayor	Amir Rasaie Assistant Regional Administrator Project Development – Northwest Region
<b>Approved as to Form City of Marysville</b>	<b>Approved as to Form Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Jon Walker City Attorney	Guy M. Bowman Assistant Attorney General

**Exhibit A**  
**GCB 3347**  
 Page 1 of 3

**T. 30N. R. 5E. WM**

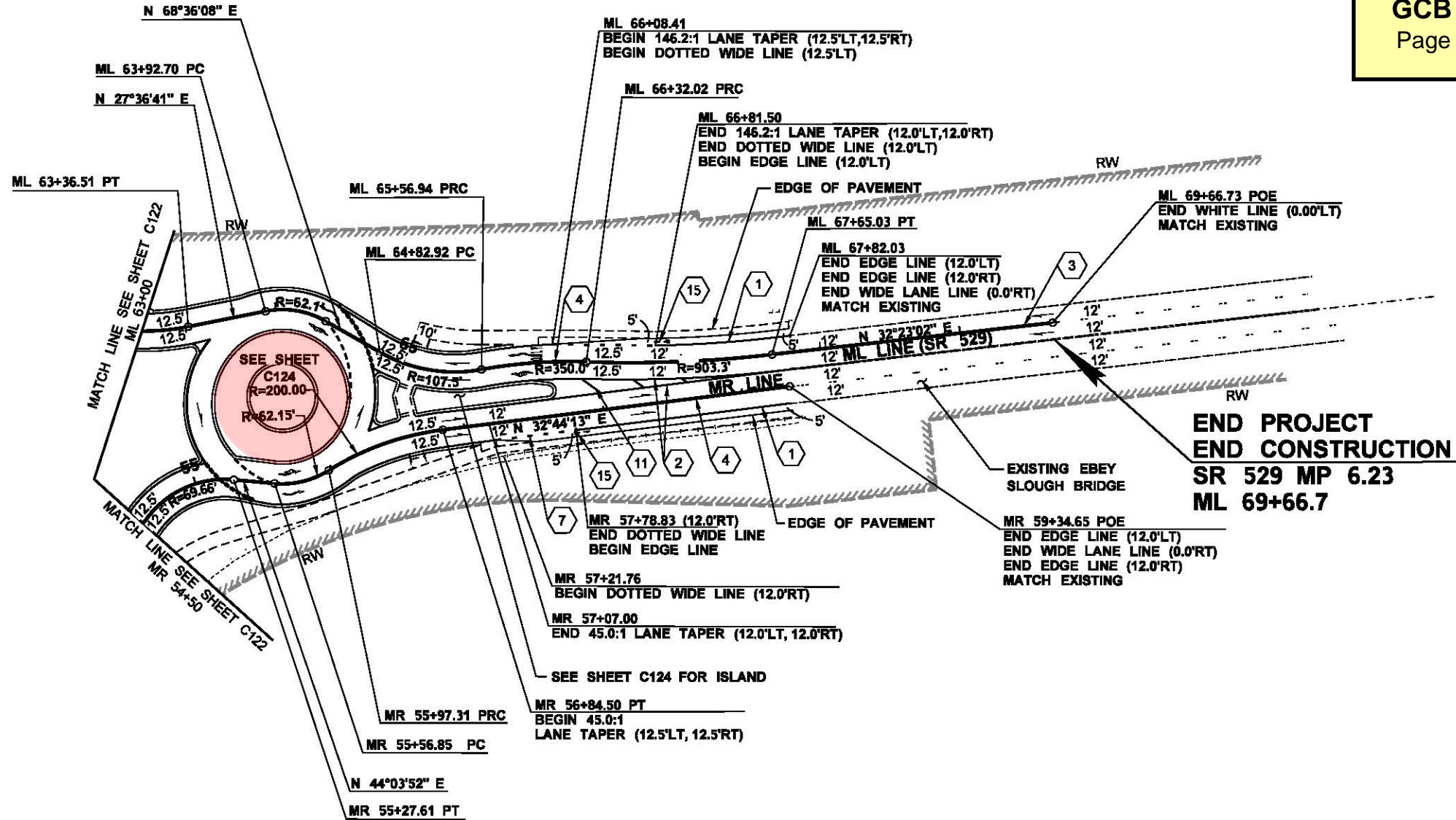
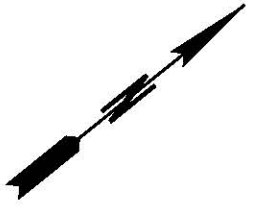


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TIME: 3:16:54 PM	DATE: 10/30/2020	10	WASH					PLAN REF NO VM1
PLOTTED BY: KhoG	DESIGNED BY: G.J. KHO	JOB NUMBER: 20A804						SHEET 1 OF 1 SHEETS
ENTERED BY: G.J. KHO	CHECKED BY: H.T. HUYNH	CONTRACT NO. 9551		LOCATION NO.				
PROJ. ENGR. K. NDILE	REGIONAL ADM. M. COTTEN	REVISION	DATE	BY	Item 8 - 14	DATE		

SECT. 33, T. 30N. R. 5E. W.M.

Exhibit A  
GCB 3347  
Page 2 of 3

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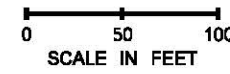


**END PROJECT  
END CONSTRUCTION  
SR 529 MP 6.23  
ML 69+66.7**

LEGEND	
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	NEW TRAFFIC BARRIER
	NEW WALL
	EXISTING GUARDRAIL
	NEW GUARDRAIL
	NEW LIMITED ACCESS
	EXISTING LIMITED ACCESS
	EXISTING LANE LINE
	EXISTING EDGE LINE
	EXISTING RUMBLE STRIP
	NEW RUMBLE STRIP

LEGEND	
	1 WHITE EDGE LINE
	2 YELLOW EDGE LINE
	3 WHITE LANE LINE
	4 WHITE WIDE LANE LINE
	5 CONCRETE BARRIER
	6 STOP LINE
	7 WIDE DOTTED LANE LINE
	8 DOUBLE CENTERLINE YELLOW
	9 GORE AREA MARKING
	11 YELLOW CROSSHATCH MARKING
	12 WIDE DOTTED ENTRY LINE
	14 ONLY SYMBOL
	15 BIKE SYMBOL ARROW
	16 TRAFFIC ARROW TYPE T
	17 TRAFFIC ARROW TYPE LTC
	19 ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER
	20 ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB TYPE 3

	21 WIDE DOTTED CIRCULATING LINE
	22 RUMBLE STRIP
	23 ROUNDABOUT TRUCK APRON CEMENT CURB AND GUTTER



CURVE DATA						
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH	S	DESIGN SPEED
MR 54+90.44	72°48'59" RT	69.66'	51.37'	88.53'	2%	15 MPH
MR 55+77.82	37°18'17" LT	62.15'	20.98'	40.47'	2%	15 MPH
MR 56+41.61	24°58'39" RT	200.00'	44.30'	87.19'	2%	15 MPH
ML 64+15.93	40°59'27" RT	62.15'	23.23'	44.46'	2%	15 MPH
ML 65+20.96	40°04'24" LT	107.50'	39.20'	75.19'	2%	15 MPH
ML 65+94.63	12°17'29" RT	350.00'	37.69'	75.08'	2%	15 MPH
ML 66+98.65	8°26'11" LT	903.30'	66.62'	133.00'	2%	15 MPH

**WSDOT NORTHWEST REGION  
APPROVED CHANNELIZATION PLAN**

TRAFFIC ENGINEER - AREA OPERATIONS  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

ENGINEERING MANAGER  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

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DESIGNED BY	A. ZIEGLER		
ENTERED BY	L. JOHNSON		
CHECKED BY	M. FREAS		
PROJ. ENGR.	D. SIMS		
REGIONAL ADM.	M. COTTEN		
REVISION	DATE	BY	XXXXXX



DATE Item 8 - 15



I-5 NB I-5 SB SR529	MP 194.47 TO 198.55 MP 197.91 TO 198.39 MP 5.61 TO 6.23	PLAN REF NO <b>C123</b>
I-5 NB MARINE VIEW DR TO SR 529 CORRIDOR & INTERCHANGE IMPROVEMENTS SNOHOMISH COUNTY DECEMBER 2019		SHEET 24 OF 27 SHEETS
<b>CHANNELIZATION PLAN</b>		

DRAFT 3

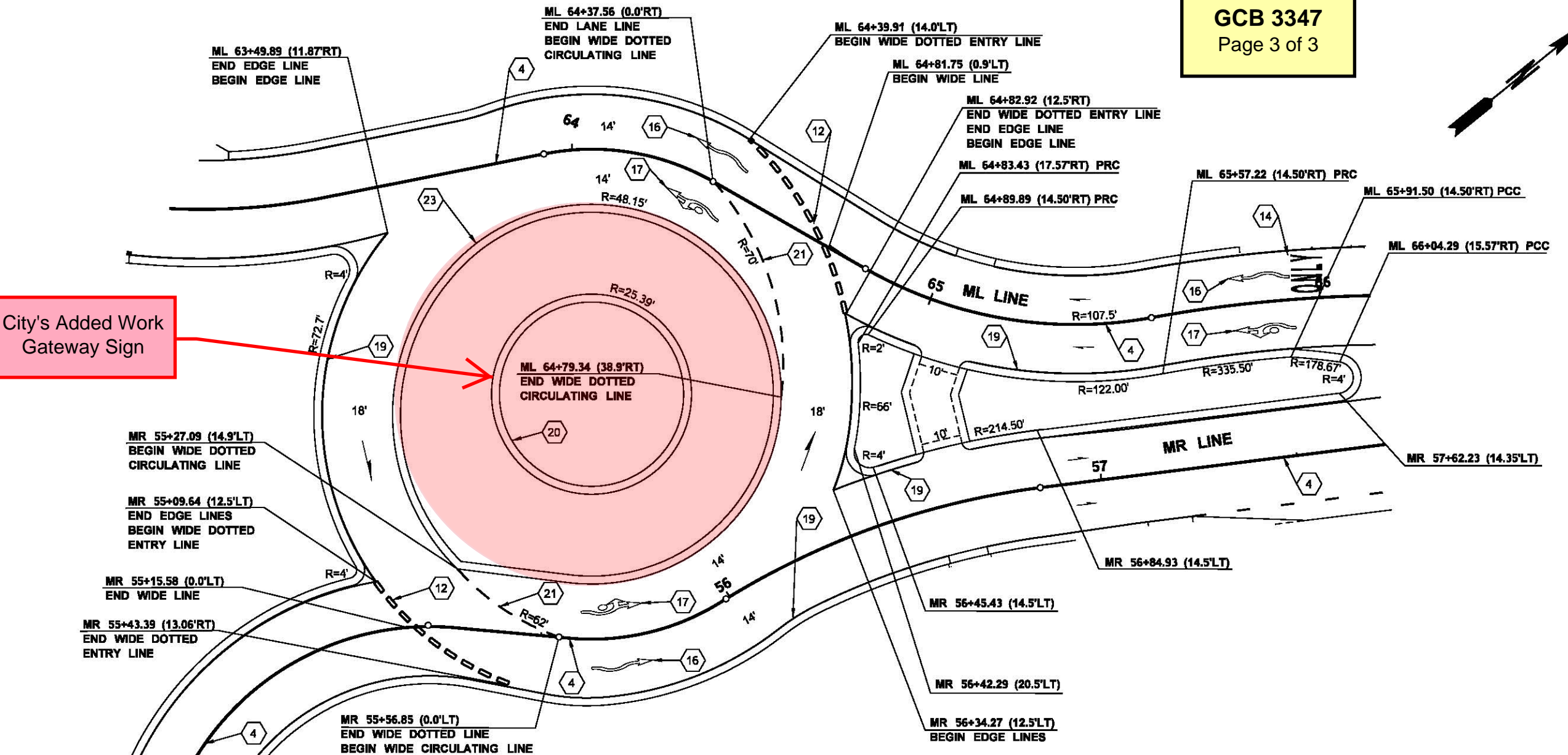
GEOMETRICS APPROVED WITHIN STATE HIGHWAY RIGHT OF WAY ONLY



SECT. 33, T. 30N. R. 5E. W.M.

Exhibit A  
GCB 3347  
Page 3 of 3

City's Added Work  
Gateway Sign

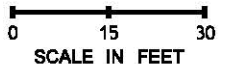


**WSDOT NORTHWEST REGION  
APPROVED CHANNELIZATION PLAN**

TRAFFIC ENGINEER - AREA OPERATIONS  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_  
ENGINEERING MANAGER  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

LEGEND	
	EXISTING TRAFFIC BARRIER
	NEW TRAFFIC BARRIER
	NEW WALL
	EXISTING GUARDRAIL
	NEW GUARDRAIL
	NEW LIMITED ACCESS
	EXISTING LIMITED ACCESS
	EXISTING LANE LINE
	EXISTING EDGE LINE
	EXISTING RUMBLE STRIP
	NEW RUMBLE STRIP

LEGEND	
	1 WHITE EDGE LINE
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	22 RUMBLE STRIP
	23 ROUNDABOUT TRUCK APRON CEMENT CURB AND GUTTER



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DESIGNED BY	A. ZIEGLER		
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CHECKED BY	M. FREAS		
PROJ. ENGR.	D. SIMS		
REGIONAL ADM.	M. COTTEN		
REVISION	DATE	BY	XXXXXX

**PRELIMINARY NOT FOR CONSTRUCTION**

DATE Item 8 - 16

GEOMETRICS APPROVED WITHIN STATE HIGHWAY RIGHT OF WAY ONLY



I-5 NB I-5 SB SR529	MP 194.47 TO 198.55 MP 197.91 TO 198.39 MP 5.61 TO 6.23	PLAN REF NO <b>C124</b>
<b>I-5 NB MARINE VIEW DR TO SR 529 CORRIDOR &amp; INTERCHANGE IMPROVEMENTS</b>		SHEET 25 OF 27 SHEETS
SNOHOMISH COUNTY		DECEMBER 2019
<b>CHANNELIZATION PLAN</b>		

DRAFT 3

## Exhibit B GCB 3347 Page 1 of 1

STD ITEM	BID ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL ITEM COST
0001	MOBILIZATION (10%)	LS	\$1.00	\$3,681
6956	SEQUENTIAL ARROW SIGN	HR	\$6.00	\$216
6973	OTHER TEMPORARY TRAFFIC CONTROL	LS	\$1.00	\$3,010
6992	OTHER TRAFFIC CONTROL LABOR	HR	\$75.00	\$2,700
6974	TRAFFIC CONTROL SUPERVISOR	LS	\$1.00	\$2,880
NSTD	SIGN FOUNDATION	EST	\$1.00	\$8,000
NSTD	SIGN FABRICATION	EST	\$1.00	\$20,000
<b>SUBTOTAL</b>				<b>\$40,487</b>
<b>DESCRIPTION</b>				
DB ENGINEERING			10.0%	\$4,049
SUBTOTAL INCLUDING DB ENGINEERING				\$44,535
<b>SALES TAX</b>				
SALES TAX			9.30%	\$4,142
SUBTOTAL INCLUDING DB ENGINEERING AND SALES TAX				\$48,677
<b>CONTINGENCIES</b>				
CONSTRUCTION ENGINEERING			10.0%	\$4,868
SUBTOTAL INCLUDING CONTINGENCIES AND CONSTRUCTION ENGINEERING				\$55,492
<b>INDIRECT COST RATE</b>				
INDIRECT COST RATE			13.23%	\$7,342
<b>TOTAL</b>				<b>\$62,833</b>

ASSUMPTIONS
-------------

- |  |
|--|
| <p>1) Assume Mobilization is 10% of subtotal</p> <p>2) Two traffic control laborers and one traffic control supervisor</p> <p>3) Assume it takes 13 hours to install sign</p> <p>4) Close left lane at proposed roundabout on NB and SB SR 529</p> <p>5) Use traffic safety drums</p> <p>6) Use signs shown in traffic control estimate sheet</p> <p>7) Assume work to be done in two night shifts (Friday night to Saturday morning and Saturday night to Sunday morning)</p> <p>8) NB and SB SR 529 lane closure can be done during 9 PM to 6 AM for Friday to Saturday (9 hours total possible)</p> <p>9) NB and SB SR 529 lane closure can be done during 9 PM to 8 AM for Saturday to Sunday (11 hours total possible)</p> <p>10) Assume 1 hour to close lane and 1 hour to reopen the lane</p> <p>11) Assume 9 hour work days for each of the two nights. This will allow 7 hours for sign installation work per night due to 2 hours being lost for lane closure and lane reopening. This totals to 18 hours of work and 14 hours for sign installation work. The 18 hours of work is the amount of hours the traffic control laborers and supervisor are paid for. The 14 hours of sign installation gives an extra hour for allowance, since it is assumed the sign will take 13 hours to install (see assumption 2).</p> |
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# *Index #9*

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

**CITY COUNCIL MEETING DATE: January 11, 2021**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Otak, Inc. for Design for 156 <sup>th</sup> Street NE Improvements (Smokey Pt to Hayho Cr)	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton, Project Engineer	<i>KB for KN</i>
<b>DEPARTMENT:</b>	
Public Works / Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1703	\$270,658.00
<b>SUMMARY:</b>	

This project proposes to widen the remainder of 156<sup>th</sup> Street NE, between Smokey Point Blvd and west of Hayho Creek, from 3 lanes to 5 lanes to eliminate an existing bottleneck. The project will include an additional 2 travel lanes, curb and gutter, landscaping, sidewalk, stormwater conveyance, illumination, signage and pavement markings. The project will also include a shared use pathway on the north side of 156<sup>th</sup> Street NE to accommodate both bicyclists and pedestrians. Construction of this project will be partially funded by a federal grant and is slated for construction in 2023.

The attached Professional Services Agreement (PSA) will provide the City with design and federal permitting for the project. It is the staff's opinion that the negotiated fee of \$270,658.00 is fair and consistent with industry standard.

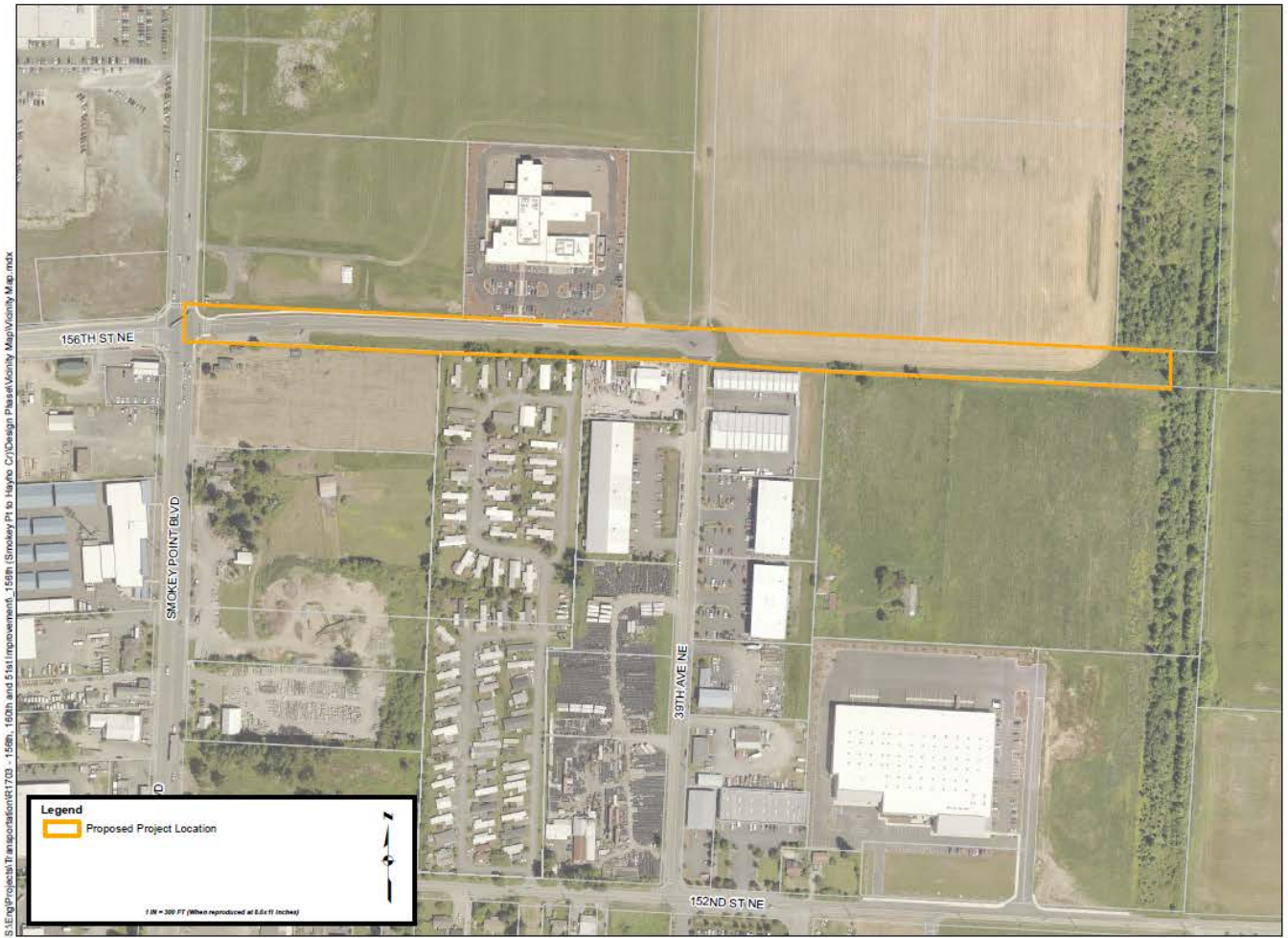
The scope of services included with the PSA demonstrates a clear and concise approach to complete the design and federal permitting of this project. Staff is confident that the City will be well served by Otak, Inc. as it relates to this project.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute the Professional Services Agreement for the 156<sup>th</sup> Street NE Improvements (Smokey Pt to Hayho Cr) project with Otak, Inc. in the amount of \$270,658.00.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the agreement.



156TH STREET NE IMPROVEMENTS (SMOKEY PT TO HAYHO CR) - PROPOSED PROJECT LOCATION

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

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

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

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

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

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

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

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

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

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

## **III. General Requirements**

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

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

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

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

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

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

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

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

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

If to AGENCY:

Name: **Adam Benton**  
 Agency: **City of Marysville**  
 Address: **80 Columbia Avenue**  
 City: **Marysville** State: **WA** Zip: **98270**  
 Email: **abenton@marysvillewa.gov**  
 Phone: **360 363-8283**  
 Facsimile: **360 363-8284**

If to CONSULTANT:

Name: **Jeff Massie**  
 Agency: **Otak, Inc.**  
 Address: **2828 Colby Ave. Suite 401**  
 City: **Everett** State: **WA** Zip: **98201**  
 Email: **jeff.massie@otak.com**  
 Phone: **4257 739-4219**  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost<sup>100</sup> to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## VI. Sub-Contracting

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

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

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

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

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

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

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

## VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: **Adam Benton**  
 Agency: **City of Marysville**  
 Address: **80 Columbia Avenue**  
 City: **Marysville** State: **WA** Zip: **98270**  
 Email: **abenton@marysvillewa.gov**  
 Phone: **360 363-8283**  
 Facsimile: **360 363-8284**

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

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

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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

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

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.



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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Project No.

See attached Exhibits A, A1, A2 and A3

<sup>111</sup>  
**Exhibit B**  
**DBE Participation Plan**

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In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

Not applicable

# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

**AutoCAD C3D 2020**

B. Roadway Design Files

**AutoCAD C3D 2020**

C. Computer Aided Drafting Files

**AutoCAD C3D 2020**

D. Specify the Agency's Right to Review Product with the Consultant

See Attachments A, A1, A2 and A3

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Attachments A, A1, A2 and A3

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Attachments A, A1, A2 and A3

II. Any Other Electronic Files to Be Provided

See Attachments A, A1, A2 and A3

III. Methods to Electronically Exchange Data

E-mail, One Drive, or as otherwise arranged

A. Agency Software Suite

Microsoft

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

See Section III herein

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached Exhibit D



## ***Sub-consultant Cost Computations***

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The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See attached Exhibits E1, E2, and E3

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

### Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



**Liability Insurance Increase**

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**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Consultant Claim Procedures

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

**Exhibit A**  
**City of Marysville**  
**156<sup>th</sup> Street NE Widening**  
Smokey Point Boulevard to Hayho Creek

Otak #33342

December 17, 2020

Proposed services are the preparation of final design documents between Otak, Inc. (Consultant) and the City of Marysville (Client).

## Project Understanding

The following scope of services task is to assist (Client) for the construction of the full buildout of 156<sup>th</sup> Street NE from 3 lanes to 5 lanes from Smokey Point Boulevard to west of Hayho Creek. The project will build out the south side of the roadway in order to remove a bottleneck along the arterial. The half-road widening improvement will include an additional 2 lanes, curb and gutter, landscape strip, sidewalk, stormwater conveyance, illumination, signage, and pavement markings. The sidewalk on the north side of the roadway will be widened to accommodate a multi-use pathway to accommodate both bicyclists and pedestrians.

The Otak team scope is to provide project management; review relevant project documentation; perform additional geotechnical investigation and analysis; update topographic mapping; perform utility coordination; environmental review and regulatory permit support; provide 30%, 75%, and 100% construction contract plans, specifications, and estimate for the civil, stormwater, structural, landscape, illumination and signal disciplines; acquire property rights; and provide support during contract bidding. The City of Marysville may consider engineering support services during the construction phase.

This City has obtained federal funding for the construction phase of the project.

### General Assumptions:

- The real property subconsultant will have a limited role early on this project, restricted to the preparation of a preliminary true cost estimate and participation in team meetings, until the property rights needs are determined; the intent is to prepare an amendment at that time for the acquisition of property rights, including environmental site assessments
- Preconstruction Record of Survey, Right-of-way and Easement Legal Descriptions and Staking, is planned to be added with a contract amendment after the extent of project property rights needs are better determined
- An amendment to the professional services agreement is also intended to cover optional additional regulatory permit support after consultation with applicable agencies, and other services that are determined to be necessary to complete the preliminary engineering and right-of-way phases of the project

- Should the results of the Noise Analyses conducted by the subconsultant recommend a noise barrier wall will effectively mitigate future noise impacts, and the City agrees, the additional scope will be addressed in a professional services contract amendment
- The planter strip from Station 306+50 to 312+50 will be eliminated in order to avoid slope easements and retaining walls

## Scope of Services

### 1. Project Management and Coordination

#### 1.1. Coordination with the City of Marysville

- The project manager shall effectively communicate project scope, schedule, and budget items with the City Project Manager
- The project manager shall also coordinate with other applicable City staff as may be required
- Otak will facilitate a project kickoff meeting to review and discuss project goals and requirements, discuss coordination activities with the City, and to review the project summary schedule

#### 1.2. Coordination of Subconsultants

- The project manager shall ensure the subconsultants provide deliverables at the level of quality and timeliness to assure the project progresses efficiently to accommodate the desired construction start date
- The project manager will communicate via phone, emails, and will include participation of subconsultants in biweekly action meetings as may be necessary
- Review and approval of subconsultant invoices

#### 1.3. Project Monitoring and Reporting

- Preparation of a monthly progress report and a monthly billing statement
- Monitoring and controlling budget, expenditures, schedule and scope

#### **Task 1 Deliverables:**

- Other communication and memorialization primarily consisting of emails
- A high-level schedule showing tasks to be performed by each team member, expected task durations and interdependencies, and key milestones
- Progress reports and monthly invoices

#### **Task 1 Assumptions:**

- One (1) kickoff meeting with City and subconsultants
- Bi-monthly or monthly check-ins with the City Project Manager, and coordination with subconsultants, is limited to one year (may be supplemented later based on right-of-way scope and schedule additions)
- Design Coordination Meeting summaries as described under Task 5.1 will be made available to the City

## 2. Project Documentation and Field Review

### 2.1. Project Documentation and Field Review

- Take a field trip to confirm appropriate planter strip ground cover, understand connections to frontage improvements, and gain a better understanding of existing conditions not readily conveyed by survey mapping
- Review applicable elements of the 156th St. NE/160th St. NE/51st Ave. NE Design Report; review the design criteria memo therein and update as necessary
- Applicable developer as-builts and City GIS information and current development plans (ramps, driveway cuts, utility extensions, etc.)

#### **Task 2 Assumptions:**

- Otak will review 30% plans and design report previously prepared for the 156th St. NE/160th St. NE/51st Ave. NE project
- Review applicable and available development record drawings and reports
- Review GIS data
- City will provide private development CADD file (if available)
- Review Marysville current Engineering Design and Development Standards

## 3. Topographic Surveying/Mapping

### 3.1. Topographic Surveying and Mapping

- Otak will provide supplemental topographic surveying to make a comprehensive topographic base map and Triangulated Irregular Network (TIN) for final design
- Verify existing survey control and establish additional survey control as needed
- Contact the Washington Utility Notification Center's One-Call Center for mark-up of existing utilities and request maps
- Utilize public locates as much as possible to mark underground utilities within the project area; a private utility locator will be utilized if necessary to complete underground utility marks
- Otak shall use accepted field surveying techniques to collect, with the boundaries of the project, topographical and planimetric data including, but not limited to topography for existing drainage, striping, curbs sidewalks, driveways, ramps, face of buildings, structures, signal poles, pedestrian poles, controller cabinets, fences, utilities, rim/invert elevations and pipe sizes of inlets and manholes, ditches, trees of 6" DBH, and signs

### 3.2. Existing ROW and Boundary Resolution

- Perform research of existing records
- Recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the project
- Otak shall resolve ROW and/or property boundaries using accepted concepts and rationale

#### **Task 3 Deliverables:**

- PDF copies of existing surveys, plan, and other record data
- Updated topographic base map in AutoCAD 2018 format with a TIN generated surface

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- Resolved ROW and property lines in AutoCAD 2018 format

### Task 3 Assumptions:

- The City will obtain rights of entry from adjacent property owners
- See General Assumptions on page 1



## 4. Design/Engineering

### 4.1. Design Coordination Meetings

- The Otak team will meet monthly or bimonthly (limited to 12 meetings) through the 75% design submittal and after to respond to review comments
- The meetings will be used to coordinate technical activities and property rights acquisition, and monitor and control project performance

### 4.2. Multi Use Path Alternatives Analysis

- Prepare a brief memorandum which analyzes two alternatives of placing a 12' wide multi-use path on the north side of 156th Street NE
- Two alternatives may include widening the existing sidewalk, and a curvilinear horizontal alignment; these will be depicted in schematic fashion
- A multi-criteria decision matrix will consist of analysis elements including qualitative opinion of the cost difference between alternatives, as well as landscaping, safety, function, illumination, property rights costs, and aesthetics considerations

### 4.3. Stormwater Site Plan Report

- Otak will prepare a Stormwater Site Plan Report for the project meeting current City of Marysville Stormwater Code
- The City has adopted the Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW) as amended in 2014
- It is assumed that the report will also be prepared to comply with current 2019 Ecology SWMMWW.

- Stormwater minimum requirements, drainage basin delineations, supporting calculations, and a narrative for the Stormwater Pollution Prevention Plan (SWPPP) will be documented in the report
- The report sections will include, at a minimum:
  - Project Overview
  - Existing Conditions Summary
  - Proposed Conditions Summary
  - Off-site Analysis
  - Permanent Stormwater Control Plan
  - Construction Stormwater Pollution Prevention Plan

#### **4.4. Preparation of Revised 30% Design Submittal**

##### **Civil**

- Will revise the previously prepared 30% plan submittal sheets
  - The original 30% plans adjusted the horizontal alignment to the south in order to fit the roadway within the 90' wide right-of-way as much as practical
  - However, the plans will be adjusted to utilize the existing 156<sup>th</sup> Street NE north curb and gutter location in order to minimize demolition of the existing roadway
- Will take the lead on revising the 30% engineer's estimate, obtaining quantities and confirming unit prices by the other disciplines
- Will coordinate with other disciplines and subconsultants

#### **4.5. Preparation of 75% Design Submittal**

##### **Civil**

- Respond to 30% civil design comments, and take the lead on compiling responses to 30% review comments
- Lead the coordination between the design team and the property rights acquisition consultant
- Lead the preparation of the contract manual including specifications and proposal
- Lead the preparation of the engineer's estimate, updating quantities and unit prices provided by the other disciplines
- Advance design and details to 75%
- Coordinate with other disciplines and subconsultants

##### **Stormwater**

- Respond to 30% stormwater design comments
- Coordinate with civil engineer to advance stormwater design and details to 75%
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

##### **Landscape**

- Prepare 75% plans, specifications and construction cost estimates for planting and irrigation in the 5'-wide planter strip and any incidental roadside restoration within the construction limits

- Because the topsoil in this area is good for agricultural uses, Otak will plan to use existing topsoil as Type B topsoil for the project as much as practicable; this will include showing stockpile locations and preparing specifications for stockpiling, erosion control and weed control until the soil is placed in the planter strip
- Planting will be designed in accordance with Marysville Street Tree Standards, standard plan 3-504-001 including tree placement and root barrier requirements
- Further, in accordance with Marysville EDDS, and in consideration of existing street trees along the Smokey Pt. Blvd. to Hayho Creek section of 156<sup>th</sup> Street NE, large-canopy tree species will be selected for street tree planting
- Temporary drip irrigation design will include identifying a point of connection, controller and other system components
- Seventy five per cent-level plans will show tree locations and low maintenance groundcover for the planter strip
- The landscape plans will be coordinated with the demo and TESC plans for stripping and stockpiling of Type B topsoil; outline specifications for specials and a preliminary cost estimate will be included.
- Planting details including a typical section across the planting strip will show the extent of topsoil placement and root barriers
- A material schedule will identify the species, size and quantity of plant materials
- Special provisions will be prepared detailing Type B topsoil harvesting, the temporary drip irrigation system, root barrier and mulches
- Final quantities for topsoil, plants, mulches, irrigation components and root barrier will be included in the 60% engineer's estimate

#### **4.6. Preparation of Final Design Submittal**

##### **Civil**

- Respond to 90% civil design comments, and take the lead on compiling responses to 90% review comments
- Lead the coordination between the design team and the property rights acquisition consultant
- Lead the preparation of the contract manual including specifications and proposal
- Lead on the preparation of the engineer's estimate, updating quantities and unit prices provided by the other disciplines
- Advance design and details to final design level
- Coordinate with other disciplines and subconsultants

##### **Stormwater**

- Respond to 90% stormwater design comments
- Coordinate with civil engineer to advance stormwater design and details to the final level
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

##### **Landscape**

- The Final Design Submittal will incorporate any modifications from City of Marysville review
- Final landscape plans will include the final locations of trees, and groundcover and include any modifications from City review

- Planting details including a typical section across the planting strip will show the extent of topsoil placement and root barriers
- A material schedule will identify the species, size and quantity of plant materials
- Specification specials will be prepared detailing Type B topsoil harvesting, a temporary drip irrigation system, root barrier and mulches
- Final quantities for topsoil, plants, mulches, irrigation components and root barrier will be included in the final construction cost estimate
- Final plant locations, sizes and quantities will be included on the plans
- The specification specials for landscape and irrigation items will be finalized and the final cost estimate updated to reflect any changes from 75%

**Task 4 Deliverables:**

- The construction contract plans are anticipated to be the below sheet list:

SHEET NO.	DWG NO.	DESCRIPTION		
<b>GENERAL</b>				
1	1.01	COVER SHEET AND VICINITY MAP		
2	1.02	SHEET INDEX		
3	1.03	LEGEND, ABBREVIATIONS, AND GENERAL NOTES		
4	1.04	EXISTING CONDITIONS PLAN		1"=20'
5	1.05	EXISTING CONDITIONS PLAN		1"=20'
6	1.06	EXISTING CONDITIONS PLAN		1"=20'
7	1.07	EXISTING CONDITIONS PLAN		1"=20'
8	1.08	EXISTING CONDITIONS PLAN		1"=20'
9	1.09	RIGHT-OF-WAY PLAN		1"=60'
10	1.10	RIGHT-OF-WAY PLAN		1"=60'
<b>TESC AND DEMOLITION</b>				
11	2.01	TESC AND DEMOLITION PLAN	DBL	1"=20'
12	2.02	TESC AND DEMOLITION PLAN	DBL	1"=20'
13	2.03	TESC AND DEMOLITION PLAN	DBL	1"=20'
<b>ROADWAY AND GRADING</b>				
14	3.01	ROADWAY PLAN AND PROFILE	P&P	1"=20'
15	3.02	ROADWAY PLAN AND PROFILE	P&P	1"=20'
16	3.03	ROADWAY PLAN AND PROFILE	P&P	1"=20'
17	3.04	ROADWAY PLAN AND PROFILE	P&P	1"=20'
18	3.05	ROADWAY PLAN AND PROFILE	P&P	1"=20'
19	3.06	ROADWAY PLAN AND PROFILE	P&P	1"=20'
20	3.50	ROADWAY SECTIONS AND DETAILS		
21	3.51	ROADWAY SECTIONS AND DETAILS		
22	3.51	CURB RETURN AND RAMP LAYOUT		
<b>WALL</b>				
<del>23</del>	<del>7.01</del>	<del>WALL PLAN AND PROFILE</del>		
<del>24</del>	<del>7.50</del>	<del>WALL DETAILS</del>		
<b>LANDSCAPE</b>				
25	8.01	LANDSCAPE PLAN	DBL	1"=20'
26	8.02	LANDSCAPE PLAN	DBL	1"=20'
27	8.03	LANDSCAPE PLAN	DBL	1"=20'
28	8.50	LANDSCAPE DETAILS		
<b>SIGNING AND STRIPING</b>				
29	9.01	SIGNING AND STRIPING PLAN	DBL	1"=20'
30	9.02	SIGNING AND STRIPING PLAN	DBL	1"=20'
31	9.03	SIGNING AND STRIPING PLAN	DBL	1"=20'
32	9.50	SIGN SCHEDULE		
<b>ILLUMINATION</b>				
33	10.01	ILLUMINATION GENERAL NOTES AND LEGEND		
34	10.02	ILLUMINATION PLAN		
35	10.03	ILLUMINATION PLAN		
36	10.15	ILLUMINATION PLAN		
37	10.50	ILLUMINATION DETAILS		
38	10.51	ILLUMINATION DETAILS		
<b>TRAFFIC CONTROL</b>				
<del>39</del>	<del>11.01</del>	<del>TRAFFIC CONTROL PLAN</del>		
<b>TRAFFIC SIGNAL</b>				
<del>40</del>	<del>12.01</del>	<del>SIGNAL MODIFICATION PLAN (By The Transpo Group)</del>		

- Otak will provide the City with DRAFT and FINAL copies of the Multi Use Path Alternatives technical memorandum
- DRAFT and FINAL copies of the Stormwater Technical Information Report
- Electronic copies of the 30%, 75%, and Final plans
- The 75% and Final specification submittals will be complete contract manuals in electronic file format
- Engineer estimate updates at 30%, 75%, and final design submittals in electronic file format
- Design coordination meeting summaries in electronic file format

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**Task 4 Assumptions:**

- The City will provide plan, specification, and estimate (PS&E) comments as notations in electronic in compiled BlueBeam Revu PDF format
- The traffic control plans shall address both motorized and non-motorized traffic
- The City will furnish Otak a copy of their construction contract boilerplate Otak will incorporate comments from WSDOT from the 75% design submittal
- The geotechnical subconsultant will provide additional investigation and analysis to support the 75% retaining wall design
- Design team meetings will be conducted approximately every 2 to 4 weeks throughout the 75% design milestone, and a bit after to coordinate responses to 75% review comments
- It is assumed that the downstream stormwater conveyance system, and downstream regional stormwater ponds will have capacity for the new impervious area created from the project
  - The off-site analysis will be limited to calculating on-site and off-site flows to the downstream pipe, without analysis of the downstream system or design of stormwater facilities
  - On-Site Stormwater Management BMPs (e.g. pervious sidewalk, bioretention) are also assumed to be infeasible based on previous studies for the project location and not included in the design and report
- Wall type will be a contractor designed proprietary Structural Earth Wall in accordance with the WSDOT Standard Specifications, Bridge Design Manual and Geotechnical Design Manual
- Should the results of the noise analysis performed by the environmental subconsultant recommend the installation of a noise barrier wall, that is additional scope and fee that will be addressed in a contract amendment

## Exhibit A1—Scope of Services

Client Name:	Otak		
Project Name:	Marysville 156th Street NE		
Exhibit Dated:	12/21/2020	TG:	20318.PR

### Scope of Services

Transpo Group USA, Inc. (Transpo) will provide traffic engineering services to the Client for the design of traffic signal, and roadway illumination improvements associated with the proposed improvements to 156th Street NE in Marysville, Washington. Transpo proposes to prepare plans for construction, Special Provisions and an engineer's opinion of probable costs consistent with applicable City of Marysville standards.

#### **Task 01—Traffic Signal Design**

Transpo will prepare traffic signal plans, Electrical Special Provisions, and an engineer's opinion of cost for the modification of the existing traffic signal at the Smokey Point Blvd./156th Street NE intersection, per City of Marysville standards. The existing traffic signal system will be modified to incorporate the proposed widening of the westbound approach to five lanes. It is anticipated that these improvements would include relocating one Type 1 signal pole and one PB signal pole on the northeast corner of the intersection with associated wiring. It is anticipated that the traffic signal modification plan set would include the following plan sheets:

- Traffic Signal Plan at 1"=20' scale (1 sheet)
- Traffic Signal Field Termination Plan (1 sheet)

#### **Task 02—Roadway Illumination Design**

Transpo will prepare roadway illumination plans, Electrical Special Provisions, and an engineer's opinion of probable costs for improvements on 156th Street from Smokey Point Blvd. to the east terminus of the project. This is anticipated to include new lighting along approximately 600 feet of roadway frontage. Roadway illumination will be designed to meet current City of Marysville standards. Supporting light level calculations will also be prepared and submitted as required for City of Marysville plan approval. It is anticipated that the roadway illumination plan set would include the following plan sheets:

- Roadway Illumination Plans at 1"=40' scale (1 sheet)
- Off-Site Roadway Illumination Details (1 sheet)

#### **Task 03—Traffic Volume Projection for Air/Noise Analysis**

Transpo will provide traffic projections for air/noise analysis to be performed by others. This work will include utilizing traffic counts collected as part of the 2015 transportation element update, as well as the City's travel demand model, to forecast design year traffic volumes. This will include Average Annual Daily Traffic (AADT), truck percentages, and estimated delay experienced by vehicles using the Smokey Point Blvd./156th Street NE intersection. Transpo will prepare a short memo documenting the traffic projections.

### Submittals

Submittals of the complete plan set, Special Provisions, and engineer's opinion of probable costs for the channelization and traffic signal improvements will be prepared to the 30-percent, ~~60-percent~~, ~~90-percent~~, and final completion levels. Comments from the Client and City of Marysville will be reflected in each submittal. ~~Four (4)~~ submittals are included in this scope of work. Should additional revisions and/or

Three (3)

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submittals be required for approval, beyond the three anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule.

## **Assumptions**

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the Client and their representatives.

The Client shall provide the following information and/or services to Transpo:

1. Right-of-way acquisitions, easements, and/or legal descriptions if required.
2. Electronic and hard copies of the final roadway basemaps and plans, including existing and proposed features in an AutoCAD format. Topographic survey basemaps within the project limits shall include an as-built of existing roadway features and proposed features including overhead and underground utilities, structures, ditches, roadway centerline with stationing, and right-of-way and easement boundaries. Transpo shall provide direction to the Client as to the extents of survey needs to fulfill City of Marysville requirements. Topographic survey information shall be provided to Transpo in an AutoCAD format.

## Exhibit A2

# Task: Environmental & Permitting

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The Consultant will provide environmental services to the City of Marysville (City) to support compliance with National Environmental Protection Act (NEPA) and State Environmental Protection Act (SEPA) requirements for the 156th Street Improvements Project. For the purposes of this scope and budget, it is assumed that a Documented Categorical Exclusion (DCE) is the appropriate level of NEPA documentation. The DCE shall be completed per the guidance and requirements in the FHWA Environmental Impact Related Procedures (23 CFR 771) and WSDOT's Environmental Manual, along with the technical reports described below. Prior to commencement of work on the project, the scope and level of documentation for each discipline area will be confirmed by the City and WSDOT.

## 1 Environmental Analysis

### 1.1 Agency Coordination

The Consultant will coordinate with the City and WSDOT Local Programs staff to determine the appropriate approach for environmental review and documentation. For the purposes of scoping, assumptions of levels of effort have been made in the tasks outlined below. These assumptions will be discussed with WSDOT to confirm the approach. After the Consultant has documented the existing conditions of the project site, and prior to completing the impact analyses, the team will again coordinate with WSDOT staff to confirm the original assumptions for project approach. As part of this task, the Consultant will attend two virtual meetings with City and WSDOT staff.

### 1.2 Air Quality Technical Memorandum

The Consultant will prepare an Air Quality/Greenhouse Gas Technical Memorandum (AQ/GHG TM) for the Marysville 156th Street Improvements. The AQ/GHG TM will describe the existing air quality and regulatory environment, evaluate the project's air quality and GHG effects and impacts for the proposed build alternative and the no build alternative, and identify project mitigation measures (if necessary). The AQ/GHG TM will be consistent with Chapter 425 of WSDOT's Environmental Manual and with WSDOT's Air Quality Checklist as well as NEPA air quality and GHG guidance and Puget Sound Clean Air Agency (PSCAA) policies and requirements.

The Consultant will estimate operational Criteria Air Pollutant emissions and GHG emissions based on data provided by the traffic study using the MOVES 2014 model, AP-42, CalEEMod or similar approach. Snohomish County has been designated a federal maintenance area for carbon monoxide (CO). If determined necessary through consultation with PSCAA and WSDOT's Environmental Services Office, the Consultant will model "hot spots" for CO using guidance developed by the Federal Highway Administration (FHWA).

If CO modeling is needed, the Consultant will model existing conditions, the "project opening" year, and a "20 years after opening" horizon year scenario. The project team will first use the U.S. EPA's MOVES 2014 model to estimate grams per mile emission rates for each scenario. We will then use EPA's



CAL3QHC or CALINE model to estimate the ambient concentrations of each pollutant at sensitive receptors near the project corridor. If the results indicate possible violations of the national CO standard, the Consultant will identify measures to mitigate those effects if necessary.

ESA will also evaluate the project's emissions of mobile source air toxics (MSATs). For the MSAT analysis, we will conduct a qualitative evaluation using guidance provided by WSDOT and FHWA. MSATs will be addressed in the AQTRs.

### **Assumptions:**

- It is assumed the Project will not need a conformity analysis. If a conformity analysis is determined to be required by WSDOT or any reviewing agency, it will be done as an additional task and with additional budget under a separate proposal.

## **1.3 Noise Technical Memorandum**

The Consultant will prepare a Noise Technical Memorandum (NTM) to document the potential effects of traffic noise from the Marysville 156th Street NE Corridor Improvements on surrounding noise sensitive land uses in accordance with Title 23 Code of Federal Regulations Part 772 "Procedures for Abatement of Highway Traffic Noise and Construction Noise," and the WSDOT Traffic Noise Policy and Procedures (March 2020). The NTM will describe the existing noise and regulatory environment, evaluate existing and future traffic noise levels with and without (no-build) the proposed project, and identify project abatement as necessary.

The Consultant will conduct remote and on-site reconnaissance of the project corridor area to identify and "ground truth" existing land uses and locate noise sensitive uses that have the potential to be impacted by project-related traffic noise. Immediately following the on-site reconnaissance, the Consultant will complete noise measurements at one to two locations using a precision sound level meter (SLM). Measurement locations within the project limits will be coordinated and agreed upon by the consultant team, WSDOT and the City. At each measurement location, the Consultant will collect a series of 15-minute measurements (or longer if necessary, as determined through coordination with the consultant team, WSDOT and the City) and will simultaneously collect traffic data, including vehicle counts, fleet mix, and vehicle speeds. This information will be used along with the existing roadway geometry and topography as input into the FHWA's Traffic Noise Model (TNM) for the purpose of model validation.

Once validated, the TNM will be used to predict existing and future (both with and without the proposed improvements) traffic noise levels at all noise sensitive land uses identified within the project limits. Noise abatement will be evaluated for any noise sensitive land use predicted to experience a future build, design year traffic noise level that approaches, meets, or exceeds the FHWA Noise Abatement Criteria (NAC) in accordance with 23 CFR Part 772 and the WSDOT Traffic Noise Policy and Procedures.

The results of the noise measurements and TNM impact assessment and abatement evaluation/recommendations will be documented in the NTR.

### ***Assumptions:***

- It is assumed that WSDOT will review and approve the analysis approach prior to the commencement of the modeling efforts. If WSDOT requires a substantially different approach than that outlined here, a scope and budget amendment may be necessary.

## **1.4 Cultural Resources Assessment**

The Consultant will assist the City with Cultural Resources tasks consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation in support of fulfillment of the requirements of Section 106 of the National Historic Preservation Act. The Consultant shall prepare an area of potential effect (APE) for approval by FHWA/WSDOT, Washington State Department of Historic and Archaeological Preservation (DAHP) and the Tribes.

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

The Consultant shall conduct pedestrian survey and subsurface probing by hand to include up to 12 shovel probes within the APE to identify the potential for archaeological resources. The results of the survey will be used in conjunction with the literature review (including ethnographic and historic resources), an analysis of geotechnical, geological, and soils data, and a study of archaeological surveys previously conducted in the vicinity, to determine the potential for archaeological resources. The Consultant will prepare an Inadvertent Discovery Plan for use during construction activities.

Identified historic properties will be evaluated in accordance with the requirements of 36 CFR 800.4 for the design under consideration.

The Consultant will incorporate the findings of the background literature review and the field survey in a Cultural Resources Assessment in compliance with Section 106 of the National Historic Preservation Act. Draft and Final versions of the report will be provided to WSDOT for submission to DAHP and the Tribes.

### ***Assumptions:***

- FHWA/WSDOT will conduct all government-to-government consultation with tribal governments.
- This scope assumes the archaeological survey will result in negative findings (no prehistoric or historic archaeological sites or isolates will be found).
- The scope assumes no historic-aged built environment resources will be recorded on HPI Forms at this time. Recording of historic-aged resources, including historic districts, would be completed in a subsequent phase of the project and scoped separately.
- The archaeological survey will not include subsurface survey at this time. It is assumed that any subsurface survey required, as confirmed by WSDOT, would be completed in a subsequent phase of the project and scoped separately.

- If there are historic properties adversely affected by the project, then WSDOT will consult with the SHPO to resolve the adverse effects. Tribes will also be party to these negotiations if prehistoric archaeological resources are involved. The Consultant will assist by providing technical information as needed by the parties. Implementation of the mitigation measures will be scoped separately.

## 1.5 Environmental Justice Technical Memorandum

An Environmental Justice (EJ) Technical Memorandum will be prepared to analyze the project effects on human populations in compliance with Chapter 458 of the WSDOT Environmental Manual in support of the NEPA documentation. The analysis will cover the social, economic, and environmental justice effects of the proposed roadway improvements. This analysis will identify whether the project could result in potentially disproportionately high and adverse effects on minority, low-income and/or Limited English Proficiency (LEP) populations.

### *Assumptions:*

- This scope assumes no significant impacts to EJ populations will be identified. If significant impacts are identified and WSDOT requires further analysis to mitigate for those impacts, a scope and budget amendment may be necessary.

## 1.6 Critical Areas Report

Previous environmental documents and permit applications have been prepared for the project site and the surrounding area, with the most recent critical areas review occurring in Summer 2018.

Development along the project corridor warrants additional study to confirm changes to critical areas located within the project area have not occurred; however, previous documentation will be reviewed and incorporated by reference wherever applicable.

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

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

### *Assumptions:*

- The site map depicting wetland and stream areas and associated standard buffers will be developed with GPS data collected in the field; or with professional land survey data of flag locations collected by others and provided by City of Marysville or design team.

- Evaluation of critical areas will be limited to wetlands, streams, and other FWHCAs.
- Preparation of a Biological Assessment (BA) for Endangered Species Act compliance is not included in this scope. A BA will be completed in a subsequent phase of the project, after consultation with WSDOT, under a separate scope and budget.
- A Mitigation Plan to identify avoidance, minimization and mitigation measures is not included as part of this scope. If impacts to critical areas are identified, a mitigation plan will be completed in a subsequent phase of the project under a separate scope and budget.

### **1.7 NEPA Documented Categorical Exclusion**

The Consultant will prepare a DCE for the project to document compliance with NEPA. The CE Checklist is the WSDOT-approved format. The CE Checklist shall be completed per the guidance and requirements in the WSDOT Environmental Procedures Manual. The Consultant shall complete the CE Checklist using existing information from the technical reports completed for the project (described above), the project design plans, and other available information. Areas of the environment that are not covered in the tasks above are assumed to be covered sufficiently within the text of the CE Checklist (e.g., hazardous materials, land use, Section 4(f), visual resources). After approval by the City, the Consultant will electronically submit the CE Checklist and all supporting documentation to WSDOT for review and approval via the ERS-ECS database.

#### ***Assumption:***

- It is assumed that a CE Checklist is the appropriate environmental classification for this project. This scope of work will need to be amended if WSDOT determines that the project requires a different classification of documentation, or additional technical memoranda, to satisfy NEPA.

### **1.8 Prepare State Environmental Policy Act (SEPA) Notice of Adoption**

The Consultant will build upon the NEPA tasks to make sure the project is also compliant with the State Environmental Policy Act (SEPA) (WAC 197-11) and local regulations. For the purposes of this scope and budget, it is assumed the local jurisdiction will choose to adopt the NEPA document (WAC 197-11-610) to satisfy the SEPA requirements. In this case, the local jurisdiction will issue a Notice of Determination and an Adoption of Existing Environmental Document form (WAC 197-11-630). Preparation of SEPA documentation is not anticipated to require any new technical reports.



**Exhibit A3**  
**Scope of Work for Right of Way Services**  
**City of Marysville**

Perform preliminary real estate functions required to analyze real property interests along, on behalf of The City of Marysville for the Marysville 156<sup>th</sup> St. NE Project #33342.

Tasks include, but are not limited to:

- Prepare preliminary True Cost Estimate in anticipation of Appraisal Waiver process.
- Attend up to 12 meetings during preliminary design phase.
- Acquisition and Relocation Services, appraisal and appraisal review are not included in this scope of work. A supplement will be required to complete acquisition services to standards required by WsDot LAG manual.

Project includes right of entry for up to 8 parcels, owned by 8 property owners.

**Budget includes:**

Appraisals – 0 @ \$3500 = \$0; Appraisal Reviews - 0 @ \$1200 = \$0; True Cost Estimate, Rights of Entry and supporting Right of Way Tasks - \$6082; Reimbursable expenses at standard govt. approved rates such as mileage and expedited postage - \$270.

**Total Contract is not to exceed - \$6352.**

**156th ST NE, SMOKEY POINT BOULEVARD TO HAYHO CREEK**

Otak Project # 033342.000

Task	Description	Sr. PIC/Sr. PM Civil	Civil			Stormwater		Landscape Architecture		Survey			Admin	Total Hours	Total Budget by Task	
			Civil Engineer IX	Civil Engineer X	Civil Engineer VII	Engineer Technician IV	Civil Engineer VIII	Engineering Designer IV	Landscape Architect VI	Landscape Architect II	PLS IV	Survey Office Tech III	Survey Crew Chief III			Survey Field Tech III
<b>1.0</b>	<b>Project Management and Coordination</b>															
1.1	Coordination with the City of Marysville		24												24	\$4,084
1.2	Coordination of Subconsultants		24												24	\$4,084
1.3	Project Monitoring and Reporting		24											24	48	\$6,469
<b>2.0</b>	<b>Project Documentation Review</b>															
2.1	Project Documentation and Field Review		4	2	4		2	4							16	\$2,396
<b>3.0</b>	<b>Topographic Surveying/Mapping</b>															
3.1	Topographic Surveying and Mapping		2	2	4						8	54	46	46	162	\$16,897
3.2	Existing ROW and Boundary Resolution		4	2							18		24	24	72	\$8,956
<b>4.0</b>	<b>Utility Coordination</b>															
4.1	Coordination Activities															
4.2	Coordination/Meetings with Utilities															
<b>4.0</b>	<b>Design/Engineering</b>															
4.1	Design Coordination Meetings (Assume 12 24 Meetings)		24	12	12		2	4			4				58	\$9,592
4.2	Multi Use Path Alternatives Tech Memo		4	8	16	8								4	40	\$5,603
4.3	Stormwater Site Plan Report		2				8	48							58	\$6,706
4.4	Preparation of 30% Design Submittal		8	32	80	56								4	180	\$24,250
4.5	Preparation of 75% Design Submittal	4	8	40	90	50	8	32	20	64				8	324	\$42,528
4.6	Preparation of Final Design Submittal	2	8	32	60	40	4	16	16	36				8	222	\$29,375
<b>6.0</b>	<b>Bid Support</b>															
6.1	Bid Support															
	<i>Total Hours</i>	6	136	130	266	154	24	104	36	100	30	54	70	70	48	1,228
	<i>Billing Rate</i>	\$279.76	\$170.18	\$187.51	\$146.29	\$85.50	\$168.69	\$104.50	\$148.51	\$103.86	\$186.61	\$100.00	\$117.99	\$71.22	\$99.36	
	<b>Total Labor Cost</b>	<b>\$1,679</b>	<b>\$23,144</b>	<b>\$24,376</b>	<b>\$38,913</b>	<b>\$13,167</b>	<b>\$4,049</b>	<b>\$10,868</b>	<b>\$5,346</b>	<b>\$10,386</b>	<b>\$5,598</b>	<b>\$5,400</b>	<b>\$8,259</b>	<b>\$4,985</b>	<b>\$4,769</b>	<b>\$160,939</b>
	<i>General Expenses (utility locates, reproduction, travel</i>															<b>\$3,500</b>
	<i>The Transpo Group - Signal Modification and Illumination</i>															<b>\$17,514</b>
	<b>Total Design</b>															<b>\$181,953</b>
	<i>Environmental Review and Regulatory Permit Support (Exhibit E3)</i>															<b>\$82,353</b>
	<i>Contract Land Services - Right-of-way and Easement</i>															<b>\$6,352</b>
	<b>Grand Total</b>															<b>\$270,658</b>

# Cost Estimate Worksheet



Number / Project Name
<b>1.20318.00/Marysville 156th Street NE</b>

Pay rates are effective from September 26, 2020 through June 25, 2021, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Project Engineer	CAD	Operations Engineer	Project Admin
initials	RP	JKHC	VM	FL	AMC
job title	Assoc Prin L6	Eng L4	Eng L1	Eng L3	PA L4
cost rate	\$68.03	\$46.73	\$31.73	\$40.14	\$47.79

**Labor:**

	Work Task					Hours	Cost
1	Traffic Signal Design					0	\$0
2	--30% Design	4	2	8		18	\$811
3	--60% Design	4	4	8		16	\$713
4	--90% Design	2	4	8		14	\$577
5	--Final Design	2	2	4		8	\$356
6	Roadway Illumination Design					0	\$0
7	--30% Design	4	6	16		26	\$1,060
8	--60% Design	4	4	16		24	\$967
9	--90% Design	2	4	12		18	\$704
10	--Final Design	2	2	6		10	\$420
11	Traffic Volume Projection for Air/Noise Analysis				12	12	\$482
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0

<b>Total Hours</b>	<b>24</b>	<b>28</b>	<b>78</b>	<b>12</b>	<b>4</b>	<b>146</b>	
<b>Labor Costs</b>	<b>\$1,633</b>	<b>\$1,308</b>	<b>\$2,475</b>	<b>\$482</b>	<b>\$191</b>		<b>\$6,088.94</b>

<b>Overhead</b>	<b>Rate</b>	<b>157.63%</b>					<b>\$9,598.00</b>
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<b>Fee (as a % of labor)</b>	<b>30.00%</b>						<b>\$1,826.68</b>
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**Miscellaneous Expenses:**

	Item	Reimbursable Cost
1	Federal Express / Courier	\$0
2	Phone	\$0
3	Fax	\$0
4	Postage	\$0
5	Graphic supplies	\$0
6	Photography	\$0
7	Travel expenses (mileage)	\$0
8	Reproduction	\$0
9	Traffic counts	\$0
10	Traffic accident data	\$0
11	Spec. MPS model run	\$0
12	Transportation Concurrency Application	\$0

<b>Total Reimbursable Expenses</b>	<b>\$0</b>
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**Subconsultants:**

	Firm	Subs Cost
1	Subconsultant A	\$0
2	Subconsultant B	\$0
3	Subconsultant C	\$0
4	Subconsultant D	\$0
5	Subconsultant E	\$0

<b>Total Subconsultants</b>	<b>\$0</b>
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<b>TOTAL ESTIMATE</b>	<b>\$17,514.00</b>
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Exhibit E2


ESA Labor Detail and Expense Summary  
 Marysville 156th Street Improvements  
 December 22, 2020

Task #	Task Name/Description	Raw Rate	Employee Name																	Labor Subtotal	Hours				
			Role																						
			Classification																						
S.Graham Project Manager	C.Schneider Deputy PM/Cultural	C.Lockwood Cultural Director	K.Wilson Cultural Historian	B.Hoyt Cultural Field Tech	M.Metz Cultural Field Tech	L.Adolfson Sr Tech Review	P.Lawson Sr Biologist	S.Olmsted Biologist	A.Greenberg CAD	M.Mulbarger Noise	A.Brophy Field Tech	M.Remmen Associate	C.Easter Sr Noise/AQ	S.Patterson Air Qual	B.Setzler Air Qual	B.Sewell Air Qual	P.Carr Editor	M.McCart GIS/ Graphics	S.Bjork Project Administrator						
Managing Associate II	Associate II	Director II	Senior Associate II	Senior Associate II	Associate II	Director III	Managing Associate III	Managing Associate II	Managing Associate II	Managing Associate II	Associate I	Associate I	Director III	Senior Associate II	Associate II	Associate I	Managing Associate II	Associate II	Project Technician III						
1	Environmental Analysis		\$50.64	\$30.55	\$63.02	\$40.66	\$39.36	\$29.86	\$71.94	\$53.47	\$44.84	\$44.13	\$52.73	\$30.99	\$28.01	\$73.21	\$43.99	\$27.50	\$28.92	\$51.15	\$31.49	\$38.47			
1.1	Agency Coordination		8	8																			\$ -	-	
1.2	Air Quality Tech Memo		2	4												16	24	80	48	4	4		2	\$ 650	16
1.3	Noise Tech Memo		2	4							80	30	30										2	\$ 6,446	184
1.4	Cultural Resources Assessment		2	42	9	1	14	6												4	8		2	\$ 6,289	148
1.5	EJ Tech Memo		8	4										20									2	\$ 3,256	88
1.6	Critical Areas Report		4	2					2		24	16			40								2	\$ 1,164	34
1.7	NEPA DCE		42	20					8													8	2	\$ 3,758	98
1.8	SEPA NOA		8	4					2														2	\$ 3,390	72
																							2	\$ 748	16
																								\$ -	-
	Total Hours		76	88	9	1	14	6	12	-	24	16	80	70	50	16	24	80	48	8	20	14			656
	Subtotals - Labor Costs		\$ 3,849	\$ 2,688	\$ 567	\$ 41	\$ 551	\$ 179	\$ 863	\$ -	\$ 1,076	\$ 706	\$ 4,218	\$ 2,169	\$ 1,401	\$ 1,171	\$ 1,056	\$ 2,200	\$ 1,388	\$ 409	\$ 630	\$ 539	\$ 25,702		
	Percent of Effort - Labor Hours Only		11.6%	13.4%	1.4%	0.2%	2.1%	0.9%	1.8%	0.0%	3.7%	2.4%	12.2%	10.7%	7.6%	2.4%	3.7%	12.2%	7.3%	1.2%	3.0%	2.1%			100.0%
	Percent of Effort - Total Project Cost		4.7%	3.3%	0.7%	0.0%	0.7%	0.2%	1.0%	0.0%	1.3%	0.9%	5.1%	2.6%	1.7%	1.4%	1.3%	2.7%	1.7%	0.5%	0.8%	0.7%			

ESA Raw Labor Costs		\$ 25,702
OH	188.15%	\$ 48,358
Fee on DL+ OH	10.0%	\$ 7,406
Total Labor		\$ 81,465.27
ESA Non-Labor Expenses		
Reimbursable Expenses		\$ 463
ESA Equipment Usage		\$ 425
Subtotal ESA Non-Labor Expenses		\$ 888

**TOTAL PROJECT PRICE** **\$ 82,353.27**



City of Marysville									
		1	2	3	4	5			
Work Element #	Work Element	Principal in Charge	Project Manager	Sr. Acquisition Agent	Acquisition Agent	Project Support Staff	CLS	CLS	% of
		<i>rates:</i> \$187.00	\$164.00	\$129.00	\$109.00	\$87.00			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
9.0	<b>Right-of-Way Coordination/Contract Management</b>	4	2				6	\$1,076	15.79%
9.1	True Cost Estimate/Right of Way Plan	2	10				12	\$2,014	31.58%
9.2	Appraisal and Appraisal Review Coordination								
9.3	Title review and Escrow coordination								
9.4	Rights of Entry								
9.5	Negotiations/Acquisitions								
9.6	Project Certification/Closeout								
9.7	Team meetings	2	12	2	2	2	20	\$2,992	52.63%
9.8									
9.9									
10.0									
	<b>Work Element 9.0 Total</b>	<b>8</b>	<b>24</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>38</b>	<b>\$6,082</b>	<b>100.00%</b>
	<b>EXPENSES</b>							<b>\$270</b>	
	<b>PROJECT WORK ELEMENTS TOTALS</b>	<b>8</b>	<b>24</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>38</b>	<b>\$6,352</b>	<b>100.00%</b>

# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2021**

<b>AGENDA ITEM:</b>	
Project Acceptance – 1 <sup>st</sup> Street Bypass Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Steven Miller, Senior Project Manager	<i>ve for kn</i>
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Physical Completion Letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000.R0901	N/A
<b>SUMMARY:</b>	
<p>City Council awarded the 1<sup>st</sup> Street Bypass construction contract to Scarsella Bros., Inc. on May 13, 2019 for the bid amount of \$12,947,526.86 including Washington State Sales Tax (WSST). City Council also awarded a 5% management reserve in the amount of \$647,376.34, for a total allocation of \$13,594,903.20. The project was completed in the amount of \$13,352,680.68. This amount is \$405,153.82 over the original bid amount, or 3.1%. This increase is due to (1) change order executed to extend the City's fiber interconnect system, and due to changes of anticipated contract bid item quantities based on actual site conditions.</p> <p>The work performed under this Contract, including final "punch-list" items, was inspected by City staff and was certified as physically complete on December 7, 2020 in accordance with the approved plans and specifications.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the 1<sup>st</sup> Street Bypass Project, starting the 45-day lien filing period for project closeout.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to accept the project.



**PUBLIC WORKS**  
Kevin Nielsen, *Director*

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284

December 11, 2020

Scarsella Brothers, Inc.  
8404 S. 196<sup>th</sup> Street  
Kent, WA 98031

**Subject: 1<sup>st</sup> Street Bypass Project – Notice of Physical Completion**

Letter # 005

Dear Sherry,

On Monday, December 7<sup>th</sup>, 2020, it was determined that the punchlist was complete, and that the project had reached physical completion. Congratulations! We look forward to using this great facility and working with you on future projects.

A few items to note, as the project begins the close-out process:

- This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the January 11, 2021 Council meeting.
- As discussed, if you have not done this already, please provide your final payment request which shall include all remaining items for payment.
- Please submit affidavits of wages paid for Scarsella and all subcontractors.

Once we have received and processed your final pay request, I will be issuing the "Notice of Completion of Public Works Contract" to L&I (Labor and Industries), the Department of Revenue (DOR), and the Employment Security Department (ESD).

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Miller", is written over the word "Sincerely,".

Steve Miller  
Project Manager

# *Index #11*

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

**CITY COUNCIL MEETING DATE: January 11, 2020**

<b>AGENDA ITEM:</b>	
Project Acceptance – WWTP Headworks Retrofit Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Senior Project Manager	KL for KC
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Notice of Physical Completion Letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000, S-1503	N/A
<b>SUMMARY:</b>	

The WWTP Headworks Retrofit Project involved a comprehensive upgrade of the Wastewater Treatment Plant headworks facility, including demolition of the existing bar screens, washer/compactor, Parshall flume, controls, and overflow pipeline; filling a portion of Lagoon Cell 1A; rehabilitation/replacement of the influent screw pumps and re-grouting the screw pump channels; and installation of new screens and washer/compactors.

On March 5, 2019, the City Council awarded the project to McClure & Sons, Inc., in the amount of \$3,950,469.25 including Washington State Sales Tax. During the course of the project, six (6) change orders were administered; notable changes included replacement (*versus planned rehabilitation*) of two of the three influent screw pumps, addition of a hermetically-sealed high level float switch in the channel upstream of the bar screens, and negotiated settlement to cover unforeseen costs to the contractor arising from the COVID-19 pandemic.

The total authorized amount as approved by Council for the project is \$4,246,754.44, including a 7.5% Management Reserve equaling \$296,285.19. By comparison, the project was completed at a cost of \$4.16 Million — just 5.4% beyond the contract amount as awarded.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor accept the WWTP Headworks Retrofit Project, starting the 60-day lien filing period for project closeout.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to accept the WWTP Headworks Retrofit Project, starting the 60-day lien filing period for project closeout.</p>
--



**MARYSVILLE**  
PUBLIC WORKS

December 28, 2020

McClure & Sons, Inc.  
Attn: John Ogorsolka  
15714 Country Club Drive  
Mill Creek, WA 98012

Dear John,

In accordance with Section 1-08.4 of the Special Provisions, this project was considered physically complete as of today, December 28, 2020. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval in January, as we have discussed. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

I know that I speak for my counterparts here at the City when I say that it has been a pleasure working with McClure & Sons on the project, and I would welcome the opportunity to work again with you and your team at some point in the future.

CITY OF MARYSVILLE

Patrick Gruenhagen, P.E.  
Senior Project Manager

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

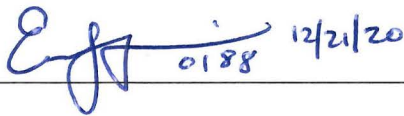
# *Index #12*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:      January 11, 2021**

<b>AGENDA ITEM:</b>	
Authorized User Agreement Between the Marysville Police Department and SNO911 (User of NORCOM's Data Sharing Software known as RAADAR)	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman, Asst. Chief	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
Authorized User Agreement between the SNO911 and the Marysville Police Department (Attached: Copy of Memorandum of Understanding Among North East King County Regional Public Safety Communications Agency (NORCOM) and Participating Agencies)	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	No Cost
<b>SUMMARY:</b>	

Attached is the Authorized User Agreement between SNO911 and the Marysville Police Department for consideration from the Marysville City Council.

Also attached is the Memorandum of Understanding among the North East King County Regional Public Safety Communications Agency (NORCOM) and Participating Agencies for a Software License and View-Sharing Initiative Known as Real-Time Agency Activity Display and Reporting (RAADAR).

This Authorized User Agreement provides contracted police agencies, through SNO911 the ability to view real time incidents outside of the SNO911 area through the data sharing software known as RAADAR.

**PURPOSE:** Information is shared in an effort to assist with the interoperability and public safety coordination between participating agencies.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor or sign and execute the Authorized User Agreement between SNOHOMISH COUNTY 911 and the Marysville Police Department.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute _____.</p>
---

## AUTHORIZED USER AGREEMENT

THIS AUTHORIZED USER AGREEMENT (this "Agreement") is entered into by and between SNOHOMISH COUNTY 911, an interlocal non-profit corporation under the laws of the State of Washington ("SNO911"), and Marysville Police Dept, a Municipality Agency of the State of Washington ("User").

### RECITALS

A. SNO911 and Northeast King County Regional Public Safety Communications Agency ("NORCOM") entered into a Memorandum of Understanding, a copy of which is attached hereto (the "MOU") to allow software owned by NORCOM to facilitate data-sharing among public safety agencies.

B. NORCOM's software system is known as RAADAR.

C. SNO911 has been authorized by NORCOM to allow access to SNO911 member agencies as Users, through SNO911 to RAADAR, for data viewing.

D. User is interested in accessing RAADAR and is in agreement to abide by the requirements of NORCOM and SNO911 for User's access.

E. Information shared is limited to incident data already available to SNO911 user agencies and may extend access to similar data from other regional participating agencies.

F. Information is shared in an effort to assist with interoperability and public safety coordination between participating agencies.

## AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. User has reviewed the MOU entered into by and between NORCOM and SNO911, User is familiar with the terms and conditions of the MOU and agrees to abide by any and all terms and conditions that have applicability to User as User accesses and participates in the RAADAR System including, without limitation those terms and conditions governing:

- a. Operations and Data Viewing;
- b. Licenses;
- c. Ownership, Entry and Maintenance of Information;
- d. Access to and Use of Information;
- e. RAADAR Ownership and Intellectual Property;
- f. Security;
- g. Liability.

2. User agrees to indemnify, save and hold NORCOM and SNO911 harmless from any failure by User to abide by the terms and conditions of the MOU entered into by and between NORCOM and SNO911 which such terms and conditions User has agreed to accept and abide by. This indemnity shall protect NORCOM and SNO911 from any and all costs, expenses, fees, including reasonable attorney fees, damages, penalties or other expenditures whatsoever caused by User's failure to abide by the terms and conditions of the MOU.

3. SNO911 may terminate User's access to the RAADAR System through this Agreement without cause on fifteen (15) days' prior written notice or immediately if SNO911 has cause for termination. User may terminate this Agreement upon thirty (30) days' prior written notice.

4. SNO911 will provide agency User with administrative supervisor account to self-administer access. User is solely responsible to grant, revoke and maintain access for users within their agency.

5. User understands this system is being provided at no cost, and does not include any warranty or guarantees related to system availability, accuracy of information or any other assurances.

6. User understands NORCOM has made efforts to translate information from multiple systems and present it in a useable manner. User understands there will be inaccuracies and inconsistencies in the information presented.

- 8. User agrees to;
  - A. Only provide access to its authorized public safety employees with an official business need to view the information.
  - B. To grant the minimal level of access necessary to meet those needs.
  - C. Train staff on system use including all relevant terms and conditions.
  - D. To take reasonable steps to ensure compliance with the terms and conditions contained within this agreement, the MOU, and other applicable agreements, laws and procedures.
  - E. Establish a single internal point of contact for act as your agency's Subject Matter Expert responsible for training, account set-up and oversight.
  - F. Regularly and routinely manage and audit user accounts including immediately disabling or deleting access when authorized users no longer possess a business need to use the system or are no longer employed by User.

**SNOHOMISH COUNTY 911**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**USER**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**AMONG THE**  
**NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY**  
**(NORCOM)**  
**AND**  
**PARTICIPATING AGENCIES**  
**FOR**  
**A SOFTWARE LICENSE AND VIEW-SHARING INITIATIVE KNOWN AS**  
**REAL-TIME AGENCY ACTIVITY DISPLAY AND REPORTING (“RAADAR”®)**

This Memorandum of Understanding (MOU) is a Software License and Data Viewing Agreement entered into by the North East King County Regional Public Safety Communications Agency (NORCOM) and SNOHOMISH COUNTY 911 (“AGENCY”) participating in an information sharing initiative for Police, Fire, and Emergency Medical Services (“AGENCIES”). This initiative is facilitated by software developed and owned by NORCOM, and licensed under this MOU to Agencies, known as the Real-Time Agency Activity Display and Reporting (“RAADAR” or the “Software”).

**A. CONCEPT OF OPERATIONS AND DATA VIEWING.**

1. RAADAR permits Agencies who have signed an MOU to view data of NORCOM and other participating Agencies. Each Agency will designate shared data fields and which Agencies may view that data by completing **Exhibit A** to this Agreement. If after signing this Agreement, Agency desires to change these designations, it must provide NORCOM thirty (30) days’ notice.
2. Each Agency participates under its own individual legal status, jurisdiction, and authorities. RAADAR is not intended to, and shall not be deemed to have, independent legal status.
3. RAADAR will access Agency data via a separate, sensitive but unclassified server located in NORCOM facilities. Agencies will access RAADAR via secure Internet connections. Each Agency is responsible for obtaining Internet access and providing devices capable of using RAADAR.
4. Each Agency shall designate in writing an individual point of contact (POC) for MOU purposes. The Agency’s POC will be responsible for: (1) providing and maintaining a list of users authorized to access RAADAR; (2) completing Exhibit A to designate data fields to be shared and authorized recipient; and (3) facilitating the information technology configuration needed for RAADAR to view information.

**B. GRANT OF LICENSES.**

1. **For NORCOM regional partner agencies or agencies accessing RAADAR pursuant to a federal grant**, NORCOM grants Agency, a non-assignable, non-exclusive, license with no right to sublicense, to access and use RAADAR in Washington State under the terms of this MOU and solely in connection with Agency’s governmental operations. NORCOM grants Agency a license to use RAADAR, without payment of cost, fee or royalty to NORCOM. The Parties agree that they have not negotiated this Agreement to represent a “reasonable royalty.” In consideration of the RAADAR license, Agency grants NORCOM a worldwide, non-assignable, non-exclusive, royalty-free sublicensable license to access, use and monitor Agency’s performance and usage data for the purpose of improving and optimizing RAADAR.

**C. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.**

1. Neither RAADAR nor NORCOM stores data made accessible for viewing via RAADAR. Each party retains sole ownership, exclusive control over, and sole responsibility for the information in its own

MOU FOR RAADAR SOFTWARE LICENSE AND DATA VIEWING



systems made accessible via RAADAR. Agency may at will at any time update, correct, or delete any of its information viewed via RAADAR. System entries will identify the contributing party.

2. The information viewed in RAADAR shall not be relied upon as an original or complete public record. The official record is that of the contributing Agency for which the contributing agency is solely responsible and accountable. Any Agency receiving a request under the Public Records Act, Chapter 42.56 RCW, or any other records request, for records accessible via RAADAR should refer the requester to the records custodian of the Agency that owns the records.
3. An Agency that desires to print out or incorporate in its own records information from another Agency viewed via RAADAR must first obtain the contributing Agency's express permission.

#### **D. ACCESS TO AND USE OF INFORMATION.**

1. Agencies sharing data via RAADAR remain responsible for compliance with laws and procedures applicable to their data in their systems. Only agencies who have signed a RAADAR MOU will have access to RAADAR.
2. An accessing party has the sole responsibility and accountability for ensuring that its access comports with any laws, regulations, policies, and procedures applicable to the accessing party. An accessing party may only access RAADAR when it has a legitimate, official need to know the information for an authorized purpose under this agreement and after receiving training appropriate to this MOU, as determined by each individual Agency.
3. Information shall not be disseminated outside of an accessing party (including for the preparation of judicial process such as affidavits, warrants, subpoenas, responding to public records requests or preparing news releases) without first obtaining express permission of each Agency that contributed the information.
4. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, each participating agency may comply with lawful court order provided the owner of the information is immediately notified of any and all disseminations made under this exception.
5. RAADAR will include an audit capability that will log all user actions, including the individual user, queries executed, the time the system is accessed, and responses, alerts set, and notifications received. The log shall be maintained pursuant to the applicable provisions of Washington State records retention schedules. Any contributing party may request to receive copies of the audit log showing access to that party's data.
6. Neither Party will use the name of the other Party in publicity releases, advertising or communication of any type without the other Party's prior written permission.

#### **E. RAADAR OWNERSHIP AND INTELLECTUAL PROPERTY.**

1. Agency acknowledges and agrees that: (i) NORCOM owns all right, title and interest in RAADAR and any related software, and any modifications, updates, releases or Enhancements thereto, whether made by Agency or NORCOM and whether or not provided to Agency pursuant to this Agreement, and any related Intellectual Property, including the use of marks and names, this includes any updates or modifications to RAADAR suggested or created by Agency and (ii) nothing in this Agreement shall confer in Agency any ownership or use right in such items, other than the limited licenses set forth herein.

2. By licensing and providing access to the RAADAR Software and sharing participating agency data, NORCOM does not warrant or represent that: (a) the data is accurate, complete, up-to-date or current; (b) NORCOM has any obligation to update data; (c) the data is free from technical inaccuracies or typographical errors; (d) that the data does not infringe on the intellectual property rights of any third party; (e) that the data is free from changes caused by a third party; (f) AGENCY's access to the RAADAR Software will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the RAADAR Software is accurate or complete.

## F. SECURITY.

1. Each party will be responsible for designating those employees who have access to RAADAR and, in the case of an agency serving multiple jurisdictions, may elect to designate one point of contact within each of the agencies it serves for user authorization and management. Each Agency agrees to access RAADAR data on a strictly official, need-to-know basis, and shall restrict access to such information to only those of its officers, employees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an actual governmental need to know such information.
2. **CONFIDENTIALITY.** Under this Agreement, the Parties are required to provide security and data privacy measures to comply with all local, state, and other applicable laws, including the Criminal Justice Information Systems (CJIS) Security Policy for use of RAADAR, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Care Information Act (HCIA), Chapter 70.02 RCW. Each of the Parties agrees: (i) not to intentionally disclose any of the other Party's data to any third parties except as mandated by law and except to those who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement as authorized in writing by the Agency that owns the data; (ii) not to use any of the other Party's data for any purpose except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the other party's data confidential using the same degree of care such Party uses to protect its own data; provided, however, that such Party shall use at least commercially reasonable care. These obligations shall survive termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, NORCOM may maintain and use general, anonymous, non-personally identifiable, aggregated statistical data and information based on Agency Performance and Usage Data for the purposes of benchmarking and making improvements to RAADAR.
3. **Criminal Justice Information and Personal Health Information.** The CAD systems viewable by RAADAR normally do not contain Criminal Justice Information (CJI) as defined by the CJIS Security Policy or Protected Health Information as defined by HIPAA. NORCOM and Agency agree to make best efforts to filter out information and/or delete any information identified as CJI or PHI. To the extent NORCOM or the Agency improperly receives any CJI or PHI, both agree to immediately notify the other party and to comply with all applicable laws and regulations regarding such protected information.
  - a. **Criminal Justice Information.** Agencies subject to the CJIS Security Policy will be permitted to view CJI of other Agencies. NORCOM will restrict the ability of any Agency not subject to the CJIS Security Policy to view CJI. Agency agrees to take reasonable steps (to include training employees) to ensure that RAADAR is not used in a way that violates the CJIS Security Policy.
  - b. **Protected Health Information.** PHI submitted by a Health Care Provider, as defined by HIPAA, may be viewed using RAADAR only by other Health Care-Provider Agencies and only for Treatment purposes as defined by HIPAA. PHI will not be accessible to Agencies that are not Health Care Providers except as necessary to prevent or lessen a serious and imminent threat to



the health and safety of a person or the public and only to the extent permitted by HIPAA and any other applicable privacy law or regulation. To the extent Agency is a Covered Entity required to comply with HIPAA, Agency will comply with all the obligations of the NORCOM Member Agencies set forth in the Memorandum of Understanding Regarding Protected Health Information, dated April 10, 2015. With respect to any PHI received or created by NORCOM from or on behalf of Agency, NORCOM undertakes to comply with all the obligations of NORCOM, as set forth in such Memorandum of Understanding; provided, that NORCOM will have no obligation to indemnify Agency.

#### **G. LIABILITY.**

1. Personnel assigned by a party to perform RAADAR related functions shall not be considered employees of RAADAR or NORCOM or of any other party for any purpose. The assigning party is solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to use of RAADAR functions by its personnel.
2. Unless specifically addressed otherwise by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdictions to which they are subject.
3. INDEMNIFICATION. Subject to the Disclaimer in Section J, each party will indemnify the other Party for a breach of its obligations under this MOU.
4. INSURANCE. Each Party shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of that Party.

#### **H. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.**

1. This MOU shall become effective when authorized representatives of each party have signed it. This MOU shall continue indefinitely until terminated, contingent upon approval and availability of funding.
2. No amendment, modification, or waiver of rights under this Agreement will be effective unless agreed in writing by an authorized representative of the Party to be changed. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details that do not conflict with the spirit, intent, or provisions of this MOU.
3. This MOU may be terminated at any time by the mutual written agreement of authorized representatives of a party. A party's authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties at least thirty (30) days. NORCOM may also terminate an Agency's participation involuntarily for non-compliance with this MOU.
4. The Parties' obligations under Sections E of this Agreement will survive the expiration or termination of the Agreement. The rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information in RAADAR during a party's participation under this MOU shall survive the MOU's termination.
5. In the event this Agreement conflicts or is inconsistent with the North East King County Regional Public Safety Communication Agency Interlocal Agreement, dated October 17, 2007, the Memorandum



of Understanding (MOU), as between NORCOM and its member agencies, dated April 10, 2015, or applicable law or regulation, those agreements, laws or regulations shall prevail over this MOU.

## **I. GENERAL & MISCELLANEOUS TERMS.**

1. **COSTS.** Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later agrees) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each associated expense. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. If any action at law or in equity is necessary to enforce or interpret the terms of this MOU, each Party shall be responsible for its own costs and attorney fees.
2. **PROPERTY.** The equipment purchased by NORCOM to support this effort will remain the property of NORCOM. Ownership of all property purchased by parties will remain the property of the purchasing party. Maintenance of equipment shall be the responsibility of the owner.
3. **GOVERNING LAW; JURISDICTION; VENUE.** This MOU and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of Washington state, without giving effect to principles of conflicts of law. Any legal suit, action or proceeding arising out of or related to this MOU or the licenses granted hereunder shall be instituted exclusively in federal court or Washington state court, in each case located in the city of Seattle and King County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
4. **NO WAIVER.** The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
5. **INJUNCTIVE RELIEF.** Agency acknowledges that in the event of a breach, monetary relief will be inadequate and injunctive relief will be appropriate.
6. **NO RIGHTS IN NON-PARTIES.** This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against NORCOM, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in RAADAR or the officers, directors, employees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.
7. **SEVERABILITY.** If any portion of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this MOU will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this MOU and the rest of the MOU shall remain in full force and effect.
8. **ASSIGNMENT.** Except as otherwise set forth in this MOU, neither party may assign any of its rights or duties under this MOU without the prior written consent of the other party, such consent not to be unreasonably withheld. The MOU shall inure to the benefit of and be binding upon the parties to this MOU and their respective successors and permitted assigns.

9. **ENTIRE AGREEMENT.** This MOU including Exhibits hereto constitutes the entire agreement between such Parties pertaining to the subject matter here of and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled.
10. **FORCE MAJEURE.** NORCOM shall not be liable hereunder for any failure or delay in the performance of its obligations under this MOU if such failure or delay is on account of causes beyond NORCOM's control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event NORCOM shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
11. **COMPLIANCE WITH RULES AND LAWS.** Each Party shall comply, at its expense, with all applicable Federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this MOU (including procurement of required permits and certificates).
12. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Each Party to this MOU represents and warrants to the other Party that: (i) such Party has the full corporate right, power and authority to enter into this MOU and to perform the acts required of it hereunder; (ii) the execution of this MOU by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; (iii) when executed and delivered by such Party, this MOU will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (iv) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this MOU.

#### **J. DISCLAIMERS.**

1. **NO ADDITIONAL WARRANTIES.** EXCEPT AS EXPLICITLY STATED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS MOU, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.
2. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS MOU (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

**IN WITNESS WHEREOF** the parties hereto have duly executed this Memorandum of Understanding to be effective as of the date below.

DATED this 8<sup>th</sup> day of MAR, 2019

**NORCOM**

**North East King County Regional  
Public Safety Communication Agency  
("NORCOM")  
P. O. Box 50911  
Bellevue, WA 98015**

By:   
Thomas R. Orr, Executive Director

**SNO911**

**Snohomish County 911  
1121 SE Everett Mall Way, #200  
Everett, WA 98208**

By:   
Kurt Mills, Executive Director



Call Details	
	Y or N
Call ID (Unique SQL ID)	✓
CFS Number	
Call received time	
Call Type	
Call Priority	
Incident Number	
Case Number	
Agency	
Common Name	
Address	
Nearest Cross Street	
Call source (e.g. 911, radio, non-emergency)	
Caller Phone	✓
Unit(s) assigned	
Unit Call Sign	✓
Unit Status	
Time Dispatched	
Time Enroute	
Time Arrived	
Time Cleared	✓
Call Log	
Timestamp	✓
User login	
Description	✓

Represents Mandatory Table

Represents Mandatory Field within Table

<u>Unit Detail</u>	
	Y or N
Call Sign	✓
Unit Personnel	
Unit Status	
Unit Status Time	
Call ID (Unique SQL ID)	
Assigned CFS Number	
Nearest Location	
Secondary Location	
CFS Location	
Unit Latitude	
Unit Longitude	✓

<u>Unit Status</u>	
	Y or N
Unit ID (Unique SQL ID)	✓
Call Sign	
Vehicle ID	
Unit Personnel	
Unit Type	
Unit Status	
Nearest Location	
Status Time	
Assigned CFS number	
Call ID (Unique SQL ID)	✓

<u>Unit Incidents</u>	
	Y or N
Call ID (Unique SQL ID)	✓
CFS Number	
Incident Number	
Address	
Call Priority	
Call Type	
Call Received Date	
Unit ID (Unique SQL ID)	✓

<u>Unit Log</u>	
	Y or N
CFS Number	✓
Incident Number	
Call received time	
Call Type	
Unit Call sign	
Unit officer(s)	
Beat	
Location	
Secondary Location	
Dispatch Time	
Enroute Time	
Arrived Time	
Cleared Time	✓

<u>Unit Activity</u>	
	Y or N
Unit Callsign	✓
Action	
Status	
Description	
CFS Number	
Call ID (Unique SQL ID)	
Timestamp	
Username	
<u>Unit AVL</u>	
Speed	
Direction	
Latitude	
Longitude	✓

<u>Unit Log</u>	
	Y or N
Timestamp	✓
User ID	
Action	
Status	
Description	✓

<u>Call Detailed Report</u>	
	Y or N
<u>CFS Information</u>	
CFS Number	✓
CFS Status	✓

Call received date	✓
Last update date	
Call type	
Priority	
Agency	
Call taken by	
Call disposition(s)	
Closed Time	
Latitude	
Longitude	
Agency	
Beat	
ORI	
<b>CFS Location</b>	
Common Name	
Address	
Apartment	
City, State, Zip	
Location Name	
Location Type	
Cross Street	
<b>Caller Information</b>	
RP Name	
RP Role	
RP Phone	
Call Source	
<b>Person Information</b>	
Name	
Phone	
Role	
Primary Caller flag	
<b>Call Timestamps</b>	
Call Created	
1st Unit Dispatched	
1st Unit Enroute	
1st Unit Arrived	
Call Closed	
<b>Resources Assigned</b>	
Unit ID (Unique SQL ID)	
Unit Callsign	
Dispatched	
Enroute	
Arrived	
Cleared	
<b>Call Narrative</b>	
Timestamp	✓

User	✓
Comment	
Call log	
Timestamp	
User	
Workstation	
Log Type	
Comments	
Incident Number	
Incident Number	
Agency	
ORI	✓
Call Type	

MOU FOR RAADAR SOFTWARE LICENSE AND DATA VIEWING

# *Index #13*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 1/4/2021**

<b>AGENDA ITEM:</b>	
Utility Relief Grant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon, Finance Director	
<b>DEPARTMENT:</b>	
Finance/Utilities	
<b>ATTACHMENTS:</b>	
Utility Relief Grant Application	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$25,000
<b>SUMMARY:</b>	

With the CARES Act funding received from the State earlier this year \$25,000 was used for Utility Relief Grants that provided \$200 to customers who had experienced a negative economic impact due to the COVID-19 pandemic. Relief was provide to 130 customers.

Since the end of the grant in November the City continued to receive inquires for assistance. Currently there is over 2,000 customers that have not paid, several pay what they can.

The proposal is to continue the Utility Relief Grant program with funding at \$25,000 to provide grants at \$200 per account based on criteria identified in the attached application. The funding for this program will come from CARES Act reimbursement of General Fund expenditures.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Utility Relief Grant program as described.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Utility Relief Grant Program.



## UTILITY ASSISTANCE GRANT APPLICATION

### **Return completed applications to:**

City of Marysville City Hall  
 1049 State Avenue  
 Marysville, WA 98270-4234  
 Questions: 360-363-8001  
[utilitybilling@marysvillewa.gov](mailto:utilitybilling@marysvillewa.gov)  
 Fax 360-651-5175

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

Customer Account Number: \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Current Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Do you currently receive Utility Discount on your City's bill? Yes \_\_\_\_\_ No \_\_\_\_\_

To Be Eligible for a \$200.00 utility assistance grant (\$100.00 for customers receiving utility discount) you must:

- Be a current City of Marysville utility customer; and
- Have experienced a negative economic impact due to the COVID-19 pandemic

### Documentation Required:

There are several options for documenting the impact of Covid-19 to monthly household income: The document is required to be dated later than March 16, 2020 and can be an unemployment letter, an email or letter from your employer with your name stating that a reduction in hours/pay is a result of Covid-19. Official company pay stubs dated prior to March 1 and pay stubs after March 16, 2020 which show a reduction in pay and hours.

I certify that the information in this application is true and correct to the best of my knowledge. I understand that the City of Marysville will rely on the accuracy of the submittals and certification made in conjunction with this application. **Any misrepresentation or inaccurate information may result in a repayment of grant funds.**

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

## FOR CITY USE ONLY - DOCUMENT CHECKLIST

Current Utility Customer	Yes	No	Address:
Economically impacted by COVID-19?	Yes	No	Pay stub dated before and after March 1, 2020 or A notice of current employment status from employer or A claim for Unemployment