

July 6, 2021

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

City Hall

**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**

**Presentations**

- A. Proclamation: Declaring July 2021 Parks and Recreation Month in Marysville
- B. Private Development Update

**Discussion Items**

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

- 1. Approval of the June 14, 2021 City Council Meeting Minutes

**Consent**

- 2. Approval of the June 25, 2021 Payroll in the Amount of \$1,794,575.96 Paid by EFT Transactions and Check Numbers 33513 through 33537
- 3. Approval of the June 23, 2021 Claims in the Amount of \$3,421,004.63 Paid by EFT Transactions and Check Numbers 148897 through 149059 with Check Number 128466 Voided
- 4. Approval of the June 30, 2021 Claims in the Amount of \$1,358,436.49 Paid by EFT Transactions and Check Numbers 149060 through 149195

**Review Bids**

- 5. Consider the LID Improvements for Cedar Avenue Project Contract with SRV Construction, Inc in the Amount of \$1,592,252.09 and Approve a Management Reserve of \$159,225.21 for a Total Allocation of \$1,751,477.30

***Work Sessions are for City Council study and orientation – Public Input will be received at the July 12, 2021 City Council meeting.***

**Marysville City Council Work Session**  
**July 6, 2021** **7:00 p.m.** **City Hall**

6. Consider the Jennings Park Pickleball Courts Project Contract with Matia Contractors in the Amount of \$239,395.14 and Approve a Management Reserve of \$11,969.76 for a Total Allocation of \$251,364.90

7. Consider the 2021 Citywide Road Re-Striping Project Contract with Specialized Pavement Markings, Inc. in the Amount of \$108,486.80 and Approve a Management Reserve of \$10,849.00 for a Total Allocation of \$119,335.80

### **Public Hearings**

### **New Business**

8. Consider the Acceptance of the Stillaguamish Water Treatment Plant Safety Improvements Project Starting the 60 day Lien Filing Period for Project Closeout

9. Consider the Professional Services Agreement with Azavar Government Solutions for Local Government Revenue Audit Program

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers and Committee Reports**

### **Adjournment/Recess**

### **Executive Session**

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

### **Reconvene**

### **Adjournment**

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

*Work Sessions are for City Council study and orientation – Public Input will be received at the July 12, 2021 City Council meeting.*

A



# PROCLAMATION

## Declaring July 2021 Parks and Recreation Month in Marysville

- WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Marysville, Washington; and
- WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease and also improve the mental and emotional health of all citizens; and
- WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and
- WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and
- WHEREAS, Marysville residents and visitors enjoy and recognize the benefits derived from parks and recreation resources;

NOW, THEREFORE I, JON NEHRING, MAYOR, do hereby proclaim July 2021 as

### **PARKS AND RECREATION MONTH IN MARYSVILLE**

Under my hand and seal this 6th day of July, 2021.

THE CITY OF MARYSVILLE

*Jon Nehring, Mayor*

B



COMMUNITY DEVELOPMENT DEPARTMENT  
80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

## MEMORANDUM

**DATE:** July 6, 2021  
**TO:** City Council  
**FROM:** Haylie Miller, Community Development Director  
**RE:** Development Update/ Permit Information – July 2021  
**CC:** Gloria Hirashima, CAO  
Chris Holland, Planning Manager

### Exhibits

1. **Development Map**
2. **PowerPoint presentation**
3. **Permit Summary Report – 2020**
4. **Permit Summary Report – June, 2021**

### Development Update

The Community Development Department staff will provide a PowerPoint presentation (attached) that will provide general details related projects occurring around the City. Staff will provide a summary of development activities in the different areas of Marysville including, Lakewood, Smokey Point, Central Marysville and Sunnyside. Additionally, five commercial projects will be explained in more detail during the presentation.

Staff updates the [Current Development Activity Map](#) each month to provide locations and preliminary information to the public related projects occurring around the City.

Permit summaries for the year 2020, and through July 2021 are also attached for review.

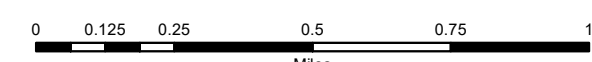
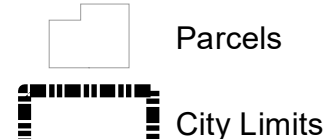
# City of Marysville

## Community Development

### Current Projects

#### Project Status

- Pre-Application
- Preliminary Approval
- Under Review
- Under Construction
- Complete



Plotted: July 2021



Label#	Project	Project Title	Description
1	PA20703	King's Court at the Ridge	24-lot plat
2	PA20727	Shively Ridge	12-340 Subdivision
3	PA14004	Unit Commerce Park	543,000 SF industrial high-cube warehouse
4	PA14025	Bella Cresta PRD	71-kt planned residential development
5	PA15011	Square 116	5-story, 90-room hotel and 10,000 SF restaurant
6	PA18043	Autumn Vista (Phase 2) PRD	62-kt Planned Residential Development
7	PA19246	Riverview Apartments #3	12,738 SF multi-dwelling
8	PA16047	Hito Park Lot 1B (CC Eastwards)	5,975 SF office/warehouse and storage yard
9	PA16049	Carnell Properties	138,248 SF Nissan dealership
10	PA17010	Krissy Fabrication Building	18,000 SF industrial building
11	PA17033	Hotel America	65,508 SF 50-unit hotel
12	PA17043	Grove Street Dental Clinic	5,922 SF dental office and 4-one bedroom apartments
13	PA17044	Kathon PRD	12-unit PRD/BSP
14	PA18004 / SP18001	Johns Church / Short Plat	7,200 SF church, 7-kt Short Plat
15	PA18016	Sather 'A' - Early Grading	Prelim. grading for future commercial project
16	PA18017	Walden Bay and Boat Storage	238 spaces RV/boat storage
17	PA18024	47th Avenue Townhomes	15-unit Townhome Development
18	PA18025	D&J Townhomes	12-townhouse units
19	PA18030	Chew Station	35-unit apartment
20	PA18033	State Avenue Widening	Road improvement
21	PA18039	Marina Grading, Terra Firma Rezone	53-acre fill
22	PA18036	Lexington Place	18-unit apartment
23	PA18038	Maple	Two industrial buildings (250,856 SF)
24	PA18039	W&B Warehouse	77,200 SF manufacturing building
25	PA18040	The Village at Whiskey Ridge	52-kt townhouse
26	PA18041	Sabota Processing	96,500 SF seafood processing facility
27	PA19057	Cedar Ave Apartments	4,985 Building
28	PA19058	Sather 'B' - Early Grading	Prelim. grading for future development
29	PA19064	Toklate Plat	36-kt PRD
30	PA19069	Marysville Civic Center	21,500 SF Municipal Jail, 43,120 SF two-story Police and Municipal Court, and a four-story 37,200 SF City Hall
31	PA19011	PacTrak Grading	Import approximately 500,000 y of structure fill for future industrial development
32	PA19012	Sather 'C' Grading	Import 199,000 cubic yards of fill
33	PA19015	SEJU Car Wash	5,235 SF car wash
34	PA19017	Ebry Warehouse Park Expansion	Expansion of WF Park
35	PA19018	Centennial Trail Connector	Trail connector
36	PA19030	Lark Family Grading	Grading for future commercial/industrial development
37	PA19033	Cedar Avenue Apartments	16-unit apartment complex
38	PA19038	Sourland Lane	315 SF accessory shed
39	PA19038	Evens Manufacturing	4,423 SF warehouse expansion
40	PA19037	Remington Place Apartments	116-unit Apartment Complex
41	PA19037	OK Dominion Freight Terminal	27,244 SF Freight Transfer Terminal
42	PA19047	Howard Grading	47,000 cubic yards fill
43	PA19048	Hango Regional	Dumpster rental company office
44	PA19050	Glenrock PRD	30-kt single family PRD
45	PA19052	Nixson Doge	Dupeck
46	PA19054	Shawco, SEPA Reasonable Area	SEPA on site with critical areas
47	PA19054	Northridge Park Div 2	27-kt PRD/BSP
48	PA19054	Central Grading	50,000 cubic yards fill
49	PA19059/PA20005	Jeanette's Landing PRD	Early Grading & Sewer / 36-kt Planned Residential Development
50	PA20003	Unit Grading	Planned Residential Development
51	PA20006	PaKaide Estates	11-kt Planned Residential Development
52	PA20007	Scott Ray Townhomes	25-kt subdivision with 23 new townhome units
53	PA20009	Whiskey Ridge Views	29-kt subdivision
54	PA20011	Home Plus LLC	6-unit MFR
55	PA20012	Kathon Place	23-kt plat
56	PA20014	Josephine Early Grading	Prelim. grading for future commercial project
57	PA20017	LPS	51,000 SF Package Center
58	PA20019	Quilceda Estates 1	19-kt PRD/BSP
59	PA20020	Wesley Brooke PRD	17-kt Planned Residential Development
60	PA20021	Banner North BSP	2-kt BSP on existing developed commercial land
61	PA20023	Downtown Stormwater Preload	Preload of material
62	PA20025	Grove Church CUP	Existing church expansion
63	PA20026	The Lodge Phase 4	144-unit apartment complex
64	PA20026	Twin Lakes Landing 2	10-unit multi-family residence
65	PA20030	Prospector PRD	127-unit single-family Planned Residential Development
66	PA20032	Salinas Multi-Family	20-unit multi-family residence
67	PA20033	Long Early Grading	Early grading for future commercial/industrial development
68	PA20034	87th Avenue Townhomes	30-unit townhouse
69	PA20036	Lakewood Sewer Extension	Extend 1,300 linear feet of sewer main
70	PA20037	I-5 NB Marine View Dr to SR529 Improvement	Construct NB, high-occupancy vehicle (HOV) lane by widening and resurfacing I-5 between the Marine View Dr. exit in the west and SR 529 in the east. Also construct SR 529 to SR 529 at a new off-ramp NB I-5 to SR 529
71	PA20038	Kidcot PRD	29-kt PRD/BSP
72	PA20042	113th Place Townhomes	17-unit townhouse
73	PA20043	White Barn BSP	9-kt Non-Project Action Binding Site Plan
74	PA20046	21-unit market-rate apartments	21-unit market-rate apartments
75	PA20046	Beach Avenue Multi-Family Apartments	21-unit market-rate apartments
76	PA20047	Cascade Business Park - Bldg 1	Construction of a new 243,000 SF warehouse building.
77	PA20048	Finrock Apartments	80-unit apartment (2 buildings)
78	PA20049	White Barn Medical Office Building	New one-story 23,748 SF medical office building.
79	PA20051	White Barn Grading Utilities	Grading and utility installation for White Barn Medical (PA20049)
80	PA20052	15th Street NE Extension	Extend 15th Street NE for access to industrial zoned property
81	PA20053	Compass Inneson Townhomes	28-unit townhouse
82	PA20054	SEJU Self-Serve Car Wash	4-bay car wash
83	PA20056	Bayview Electric Grading	Import 5,527 cubic yards of fill
84	PA20059	Prospector PRD - Division 2	108-unit multi-family detached subdivision
85	PA20060	Vanness PRD	33-kt PRD/BSP
86	PA20061	Beach Townhomes	Six-unit townhome
87	PA20062	AHM - Smokey Point Apartments	80-unit multi-family residential development, including three 3-story buildings
88	PA20063	Midway Gardens MHP Expansion	8-unit expansion to existing MHP
89	PA20064	Maplewood Crossing PRD	43-kt PRD/BSP
90	PA21001	Swanson DC - Building A	New 231,475 SF industrial building
91	PA21004	Brookside Trails Plat	23-kt single family subdivision
92	PA21005	Swanbay DC - Building B	New 425,425 SF industrial building
93	PA21006	Cascade Business Park BSP	11-kt Binding Site Plan consisting of 7 new industrial buildings totaling approximately 215,300 SF
94	PA21010	Downtown Stormwater Treatment Facility	Stormwater treatment facility for downtown
95	PA21012	Kitapac Tractor	12,000 SF Warehouse, 18,000 SF outdoor equipment display
96	PA21013	Wyndham Hills PRD2	48-kt PRD/BSP
97	PA21014	Sabota - Phase 3 Grading	Strip approximately 7,803 cubic yards of top soil and import 88,000 y of structural fill on a 5.6-acre site
98	PA21015	Glenwood Estates MHP Expansion	7-unit expansion to MHP
99	PA21016	Kennedy Ridge	11-kt Single-Family Subdivision
100	PA21017 and CA21006	The Retreat	Planned Residential Development and Critical Areas review to develop 163 single-family residential lots on 27.17 acres
101	PA21018	M/S 152nd Street Truck Storage	Storage area for semi-truck trailers
102	PA21019	Nicholsound Industrial Park	PA21019
103	PA21020	Hunter's Grove PRD	25-Lot Residential Development
104	PA21021	H&S&C - Cedar Ave Apartments	26-unit multi-family development
105	PA21022	Balm Singlex	6-unit townhouse
106	PA21023	Hanson Sistes Grading	Import 80,000 y of fill for future development
107	PA21024	Noodstom PRD	36-kt detached single-family Planned Residential Development
108	PA21025	Soper Hill Townhomes	49-unit townhouse
109	PA21026	Hobson PRD	77-kt Residential Development
110	PA21027	Twin Lakes Logistics	Industrial bldg w/ office space, truck court, parking
111	PA21027	Wyndham Hills ROW Vacation	ROW Vacation
112	PA21028	Jensen PRD	30-kt Planned Residential Development
113	PA21029	Terimar Apartments	30-unit market rate apartments
114	PA21041	Shawberry Court Apartments	42-unit market rate apartments
115	PA20032	PaKaide Estates	362-unit Townhome Development
116	PreA20036	I/Weekend Townhomes	4-unit townhouse
117	PreA20017	Med Industrial Park	12-kt industrial BSP
118	PreA20019	Battery Medical Office	Medical building
119	PreA20023	Stevens Ridge Townhomes	72-unit Condominium Development
120	PreA20024	51st Ave Short Plat	3-kt short plat
121	PreA20034	51st Ave Short Plat	3-kt short plat
122	PreA20027	Housing Authority - Cedar Avenue Apartments	27-unit affordable multi-family development
123	PreA20029	Carney Subdivision	22-kt subdivision
124	PreA20030	Rosa Subdivision	14-kt subdivision
125	PreA20044	Sparks Commercial	Commercial dog training facility, offices/multi-family second floor
126	PreA20051	Deena Subdivision Plat	35-kt single-family subdivision
127	PreA21007	Noodstom PRD	36-kt single-family PRD subdivision
128	PreA21020	Cedar-Grove Mixed Use	33-unit mixed commercial/residential BSP
129	PreA21023	Havenwood PRD	38-kt Planned Residential Development
130	PreA21029	Inspiration Point PRD	61-kt Single Family Residential Development
131	PreA21030	87th Ave Assemblage PRD	107-kt Planned Residential Development
132	PreA21031	Boulder Heights PRD	13-kt Planned Residential Development
133	PreA21032	Perennia Truck Lines	20,000 y of Truck Transfer Terminal
134	SP16001	Geopark Street Plat	4-kt duplex short plat
135	SP18002	Soper Hill Short Plat	8-kt short Plat
136	SP18003	Mini Short Plat	4-kt short plat
137	SP18007	Gorburne Short Plat	3-kt short plat
138	SP19001	Patrick Johnson Short Plat	3-kt short plat
139	SP19002	Marysville Investor	7-kt short plat
140	SP19003	88th Street Short Plat	3-kt short plat
141	SP19004	Chewey Short Plat	6-kt short plat
142	SP20001	Marzak Short Plat	6-kt short plat
143	SP20004	Bronner Short Plat	2-kt short plat
144	SP20005	Hale Short Plat	4-kt short subdivision
145	SP20006	Hale Short Plat	7-kt single family detached PRD
146	SP21001	934 Alder Avenue Short Plat	Three lot short plat, retaining existing SPR

EST.



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# MARYSVILLE

WASHINGTON



**CURRENT DEVELOPMENT ACTIVITY PRESENTATION**

**JULY 6, 2021 CITY COUNCIL**

Item B - 3



- Supporting Local Businesses
- Why Choose Marysville?
- Starting a Business in Marysville
- Ebay Waterfront Request for Qualifications
- Resources and Services
- Business Development Resources
- Downtown Marysville
- Waterfront Revitalization
- Smokey Point and Cascade Industrial Center
- Lakewood
- Sunnyside/Whiskey Ridge
- Central Marysville
- Demographics
- GIS Maps
- Current development activity map**
- SIGN UP FOR CLASSES
- STAY INFORMED
- ONLINE PAYMENTS
- JOB OPPORTUNITIES
- PARKS & RECREATION
- POLICE DEPARTMENT



Home / Economic Development

### Economic Development



**CONTACT US**

**City Hall**  
1049 State Avenue  
Marysville, WA 98270  
Phone: 360-363-8000

**Public Works & Community Development**  
80 Columbia Avenue  
Marysville, WA 98270  
Phone: 360-363-8100

#### Marysville offers key business advantages for locating business here

Ideally situated between Seattle and Vancouver, B.C., this business-friendly community was the fastest growing city in Washington state in 2015. In Marysville you'll find an irresistible combination of city services, community charm and beautiful natural environment. We invite you to learn more.



[Why choose Marysville?](#)

[See what's happening in Downtown](#)

[See what's happening in Lakewood](#)



[See what's happening in Sunnyside/Whiskey Ridge](#)

[See what's happening in Central Marysville](#)

[See what's happening in Downtown](#)



LAKESWOOD



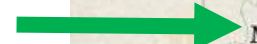
SMOKEY POINT/CIC



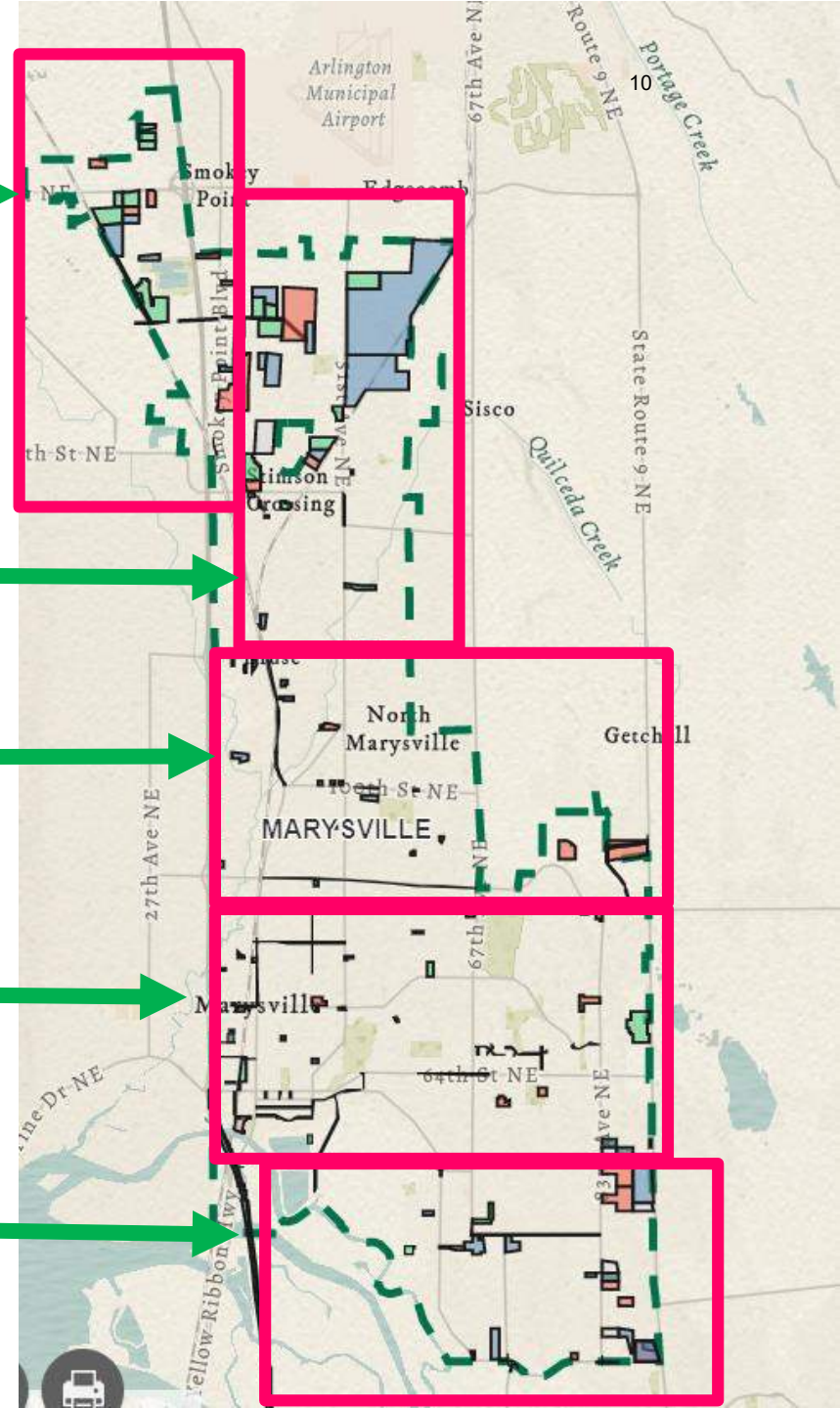
CENTRAL



DOWNTOWN/CENTRAL



SUNNYSIDE



# LAKESWOOD

## UNDER REVIEW

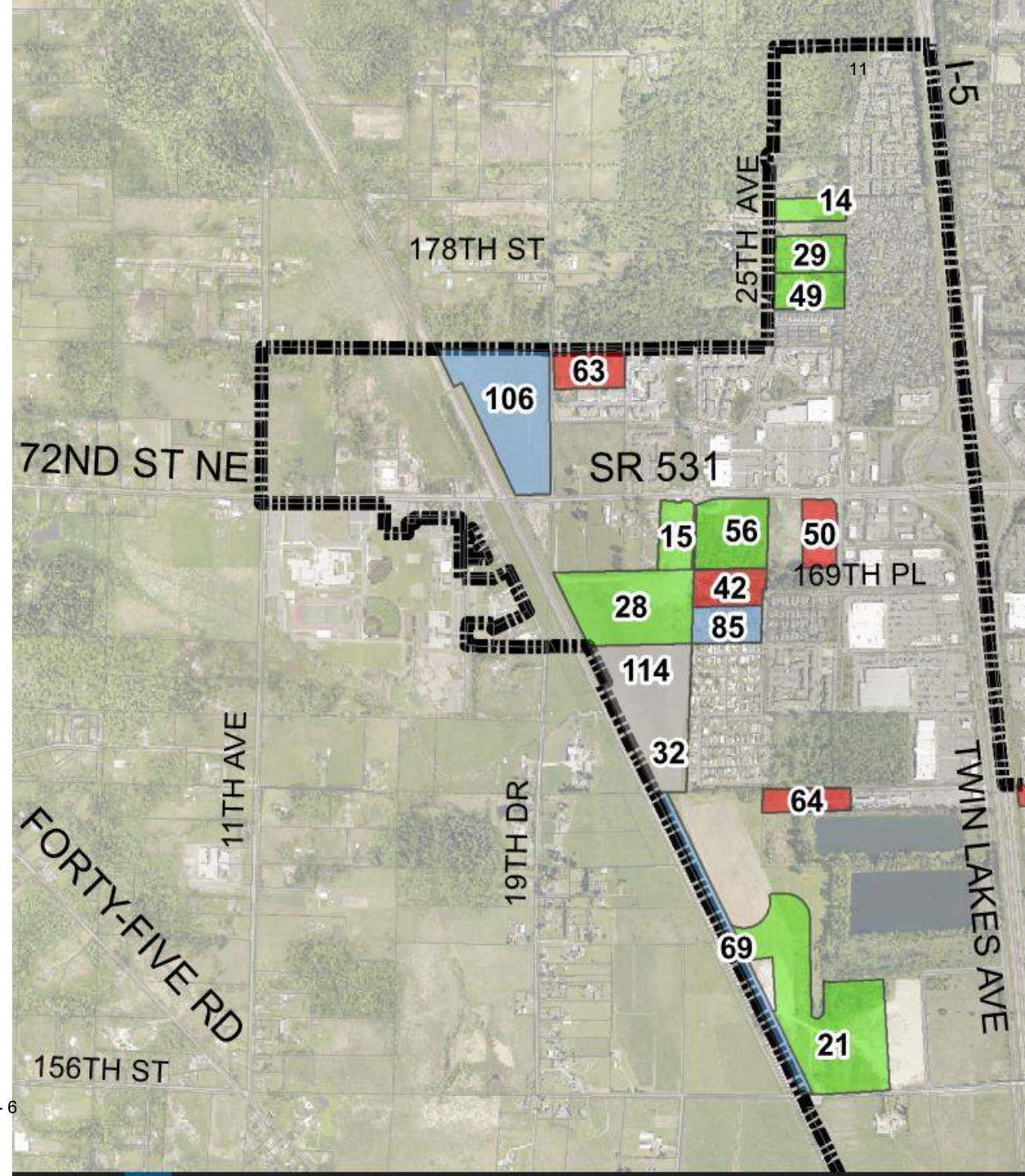
- 35-SF LOTS
- GRADING FOR FUTURE DEVELOPMENT

## PRELIMINARY APPROVAL

- 204-MF UNITS
- GRADING 47,000 CY

## UNDER CONSTRUCTION

- 79-SF LOTS
- 7,000 SF CHURCH
- 4 EARLY GRADES



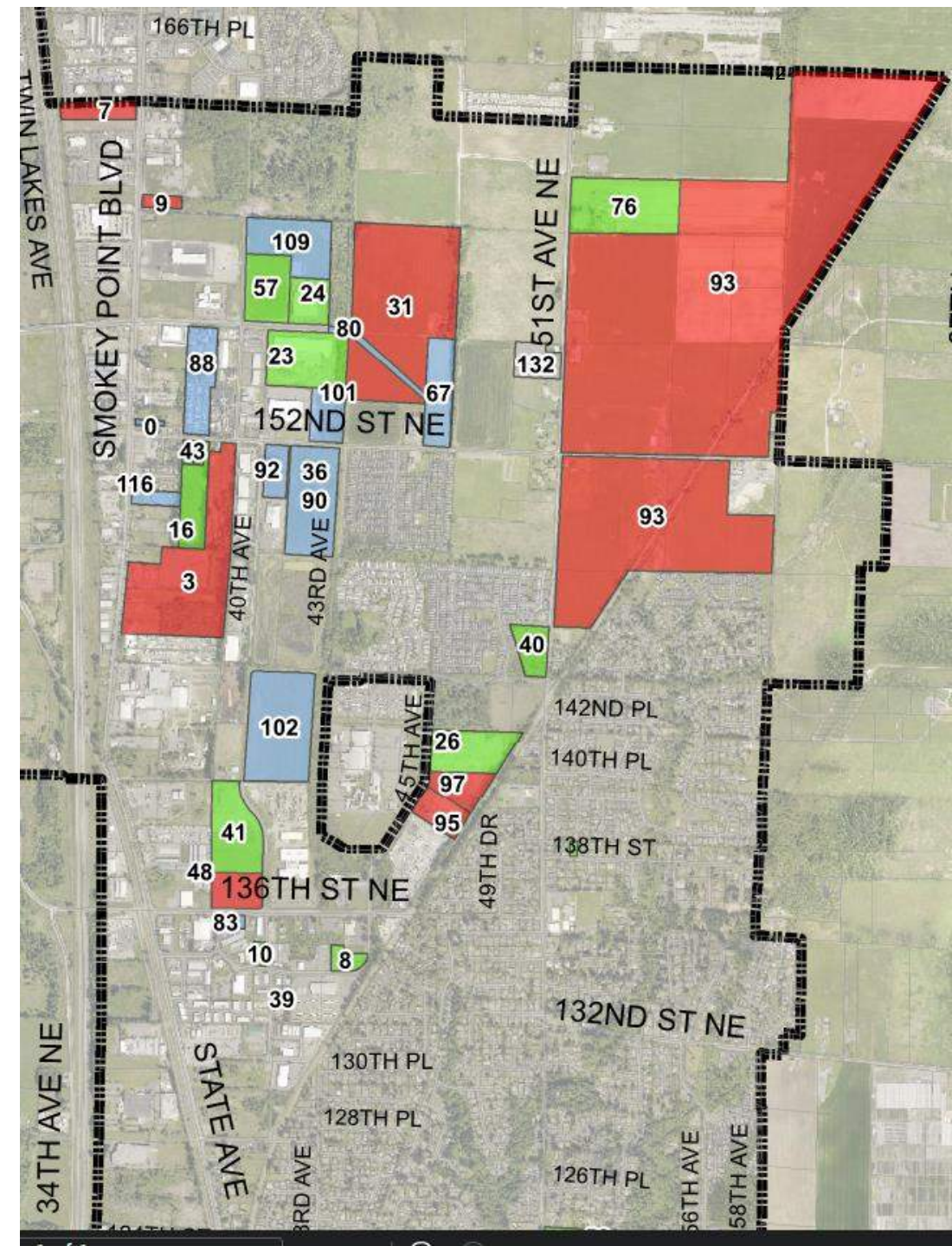
# SMOKEY POINT/CIC

## UNDER REVIEW

- INDUSTRIAL BUILDINGS/PROJECTS
  - SMARTCAP BUILDINGS\*
  - TWIN LAKES LOGISTICS CENTER
  - NORTHSOUND INDUSTRIAL PARK
- MOBILE HOME PARK EXPANSION 8 UNITS
- 12 LOT INDUSTRIAL BINDSING SITE PLAN
- TRUCK STORAGE
- WAREHOUSE – 12,000 SF AND 18,000 SF DISPLAY AREA
- THREE EARLY GRADING FOR COMMERCIAL PROJECTS

## PRELIMINARY APPROVAL

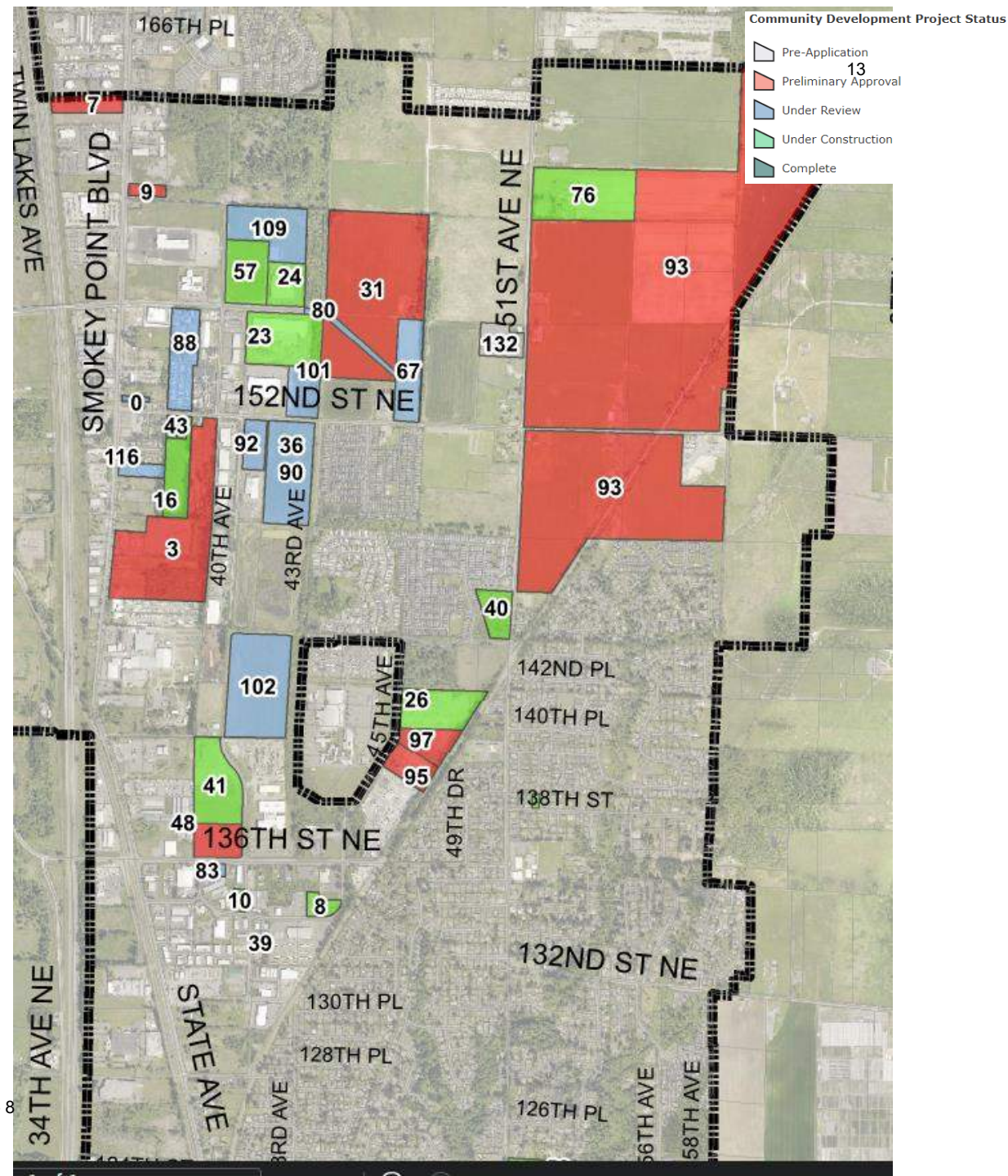
- TWO AUTO DEALERSHIPS (~170,000 SF)
- INDUSTRIAL PARK (543,000 SF)
- TWO GRADING SITES (550,000 CYS)
- WAREHOUSE EXPANSION (4,400 SF)
- CASCADE INDUSTRIAL PARK – 11 LOT BSP 7 BUILDINGS ~2.9 MIL SF\*



# SMOKEY POINT/CIC

## UNDER CONSTRUCTION

- 116-MULTIFAMILY APARTMENTS\*
- PACKAGE CENTER - 51,000 SF\*
- ONE MANUFACTURING BUILDING- 77,500 SF
- THREE INDUSTRIAL BUILDINGS - 268,856 SF
- SEAFOOD PROCESSING FACILITY- 27,244 SF\*
- WAREHOUSE/OFFICE USES – 252,975 SF\*
- FREIGHT TERMINAL – 27,244 SF
- RV AND BOAT STORAGE – 238 SPACES
- DUMPSTER RENTAL COMPANY OFFICE



# CENTRAL

## UNDER REVIEW

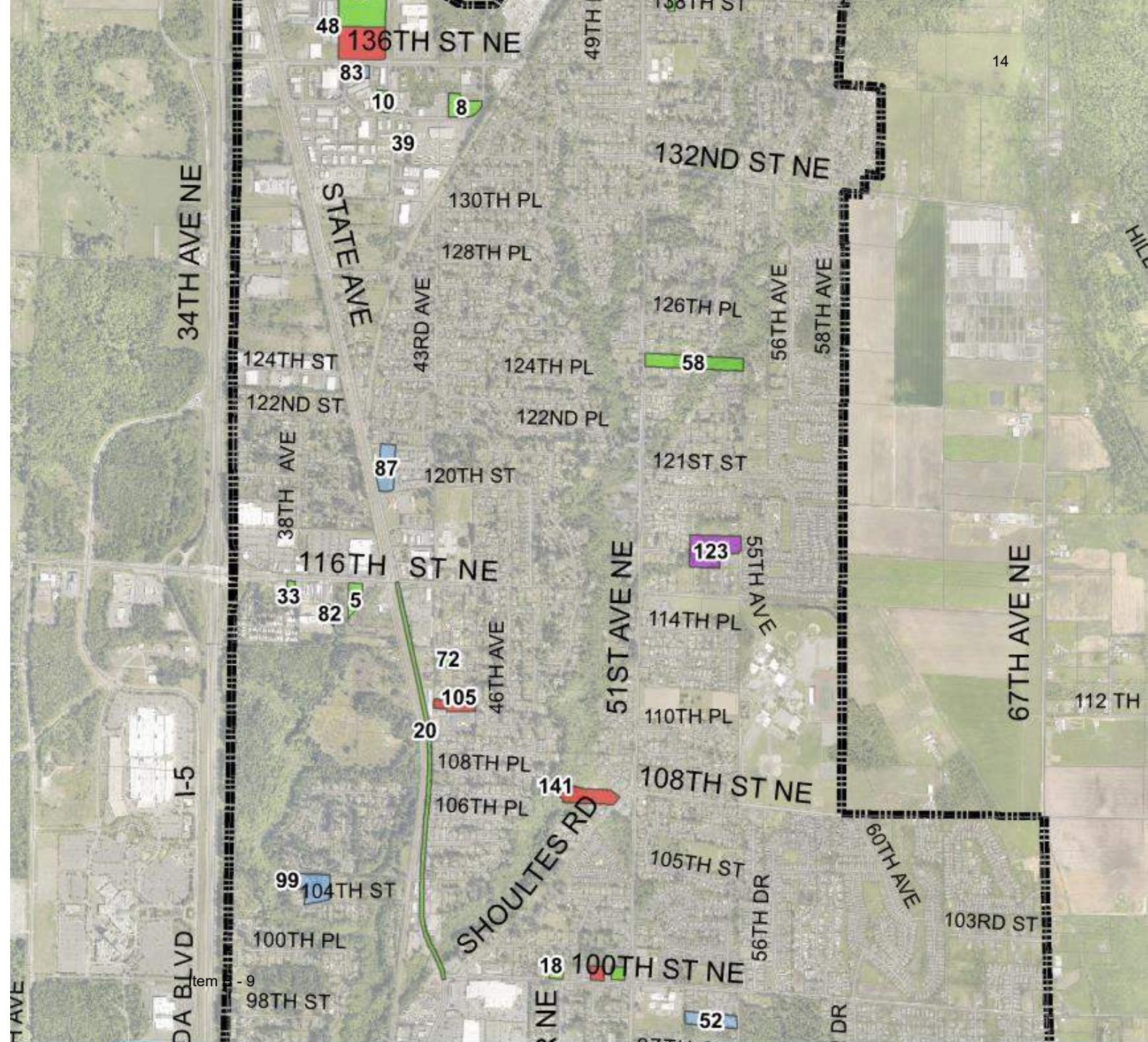
- 86 MF UNITS

## PRELIMINARY APPROVAL

- 6 SINGLE FAMILY LOTS
- 29 UNIT TOWNHOUSE

## UNDER CONSTRUCTION

- DUPLEX
- CAR WASH
- SELF-SERVE VACUUM STATIONS
- HOTEL – 5 STORY, 90 ROOM HOTEL AND 10,000 SF RESTUARNT
- 19 SF LOTS
- 17-UNIT TOWNHOUSE



## CENTRAL/ DOWNTOWN

### UNDER REVIEW

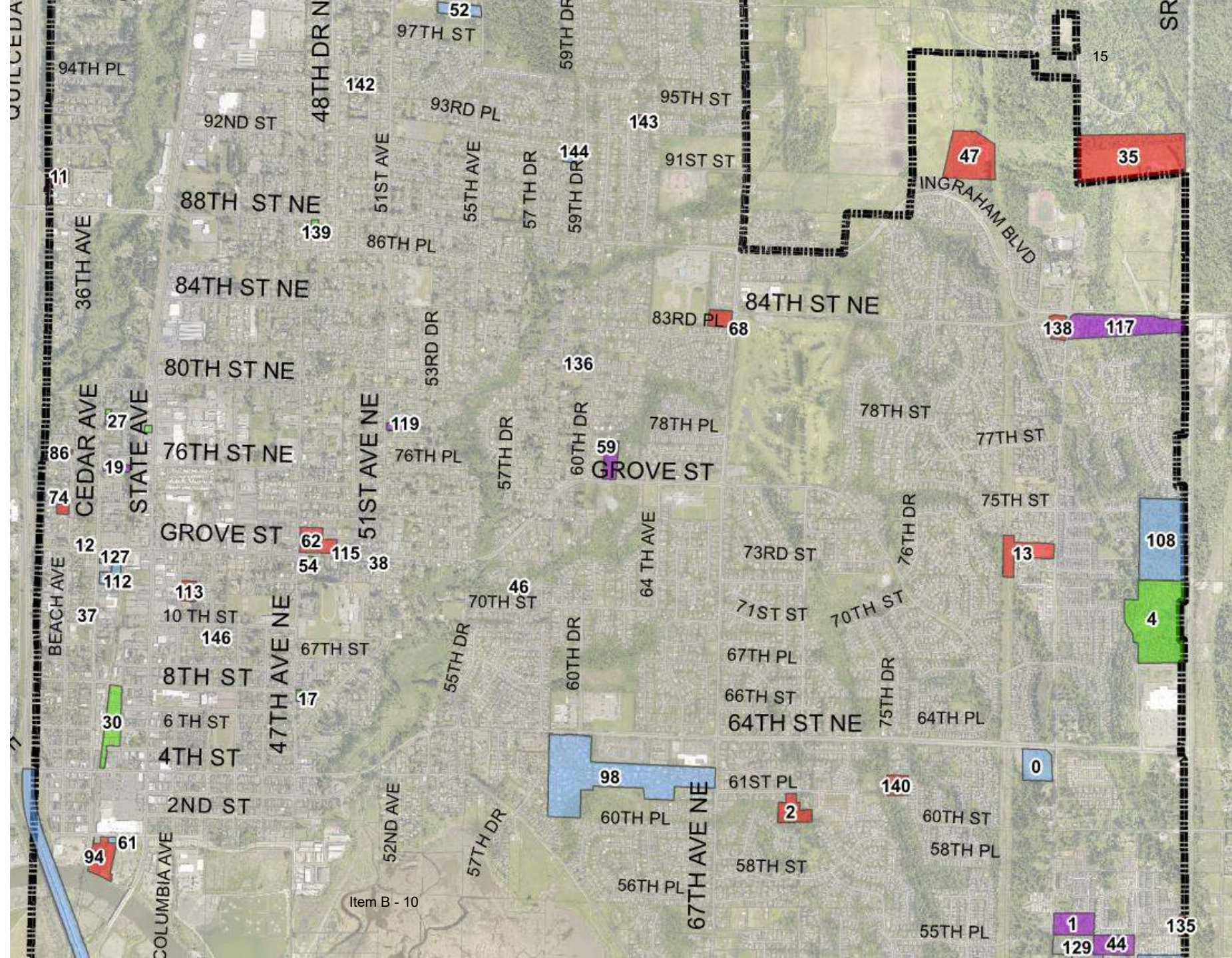
- 29 NEW TOWNHOMES
- 4 SINGLE FAMILY LOTS
- 26 APARTMENT UNITS

### PRELIMINARY APPROVAL

- ESPRESSO STAND 375 SF\*
- 30 TOWNHOMES
- 57 MULTIFAMILY UNITS
- 51 SINGLE FAMILY LOTS
- HOTEL AMERICA 92-UNITS\*
- CENTENNIAL TRAIL CONNECTION (OPEN)\*
- GROVE CHURCH CUP - EXPANSION

### UNDER CONSTRUCTION

- 12 TOWNHOMES
- 18 APARTMENTS
- 92 SF LOTS\*



- Pre-Application 16
- Preliminary Approval
- Under Review

# SUNNYSIDE/WHISKEY RIDGE

## UNDER REVIEW

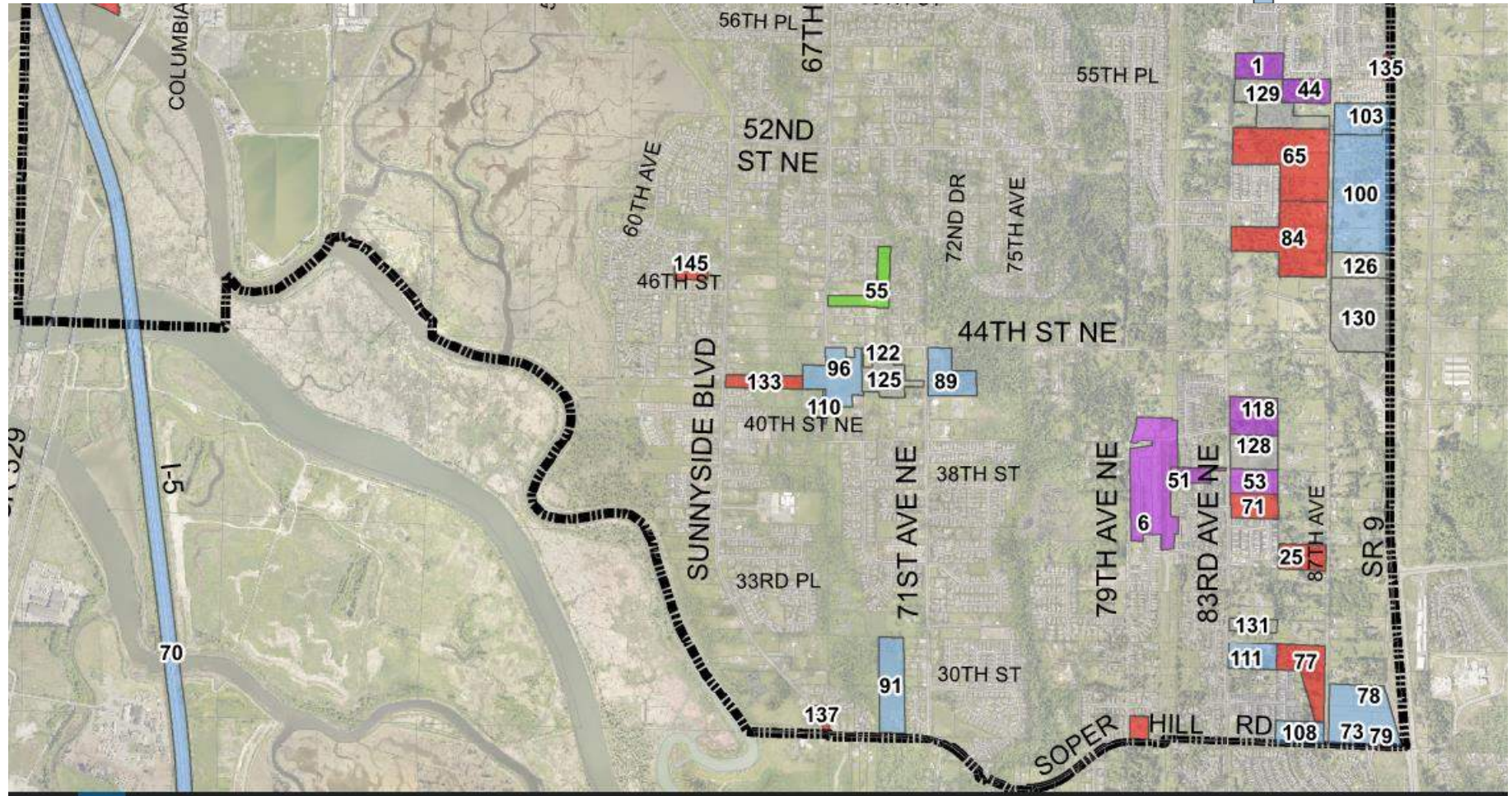
- 368 SF LOTS\*
- 49 TOWNHOMES
- MEDICAL OFFICE – 33,748 SF\*

## PRELIMINARY APPROVAL

- EBAY WATERFRONT
- 2 DUPLEXES
- 52 TOWNHOMES
- 96 APARTMENT UNITS
- 194 SINGLE FAMILY HOMES\*

## UNDER CONSTRUCTION

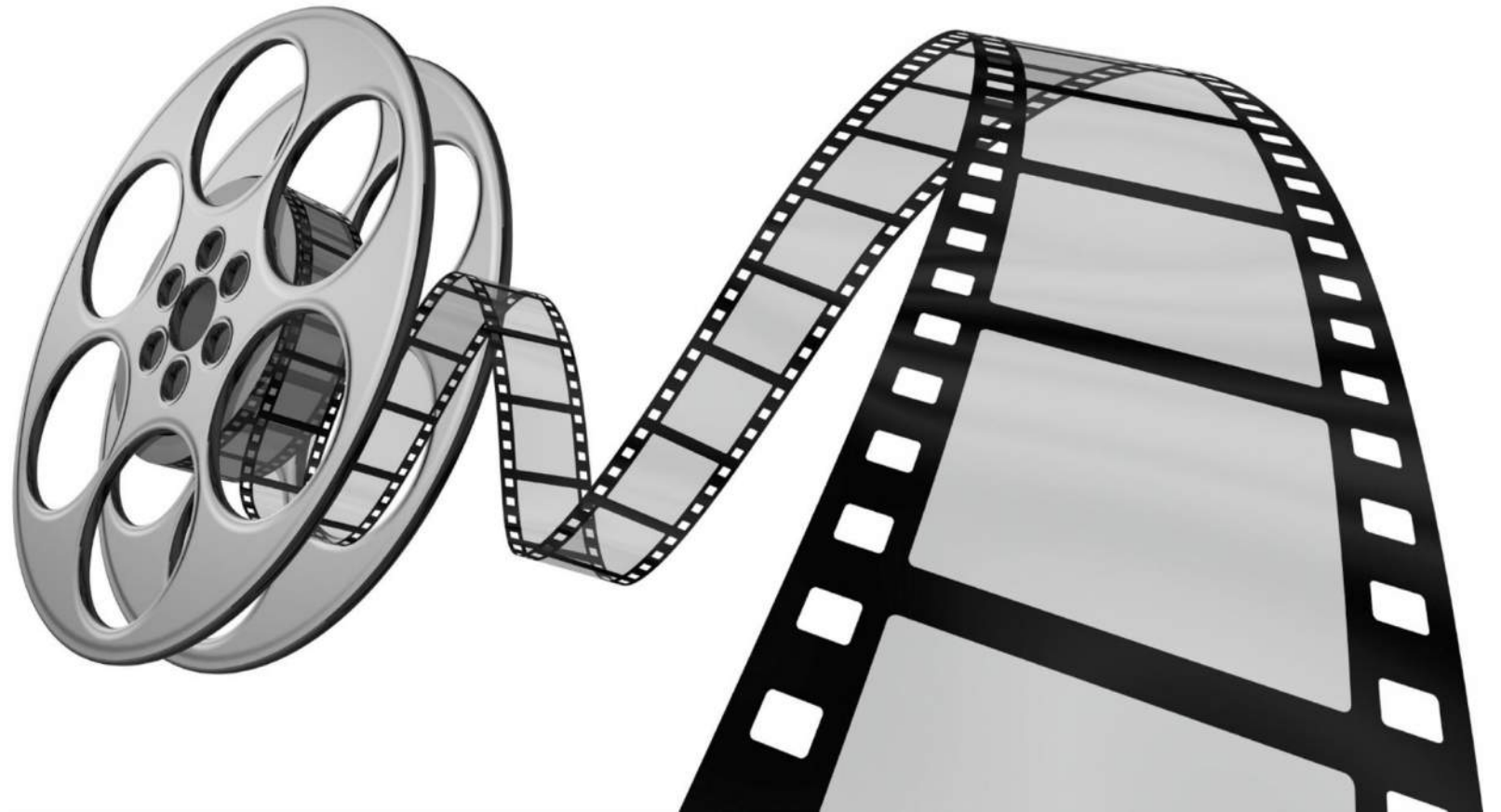
- HUDSON PLACE 23-LOT PLAT
- OLYMPIC VIEW PARK (Open)
- CIVIC CENTER
- 47<sup>TH</sup> AVE. TOWNHOMES



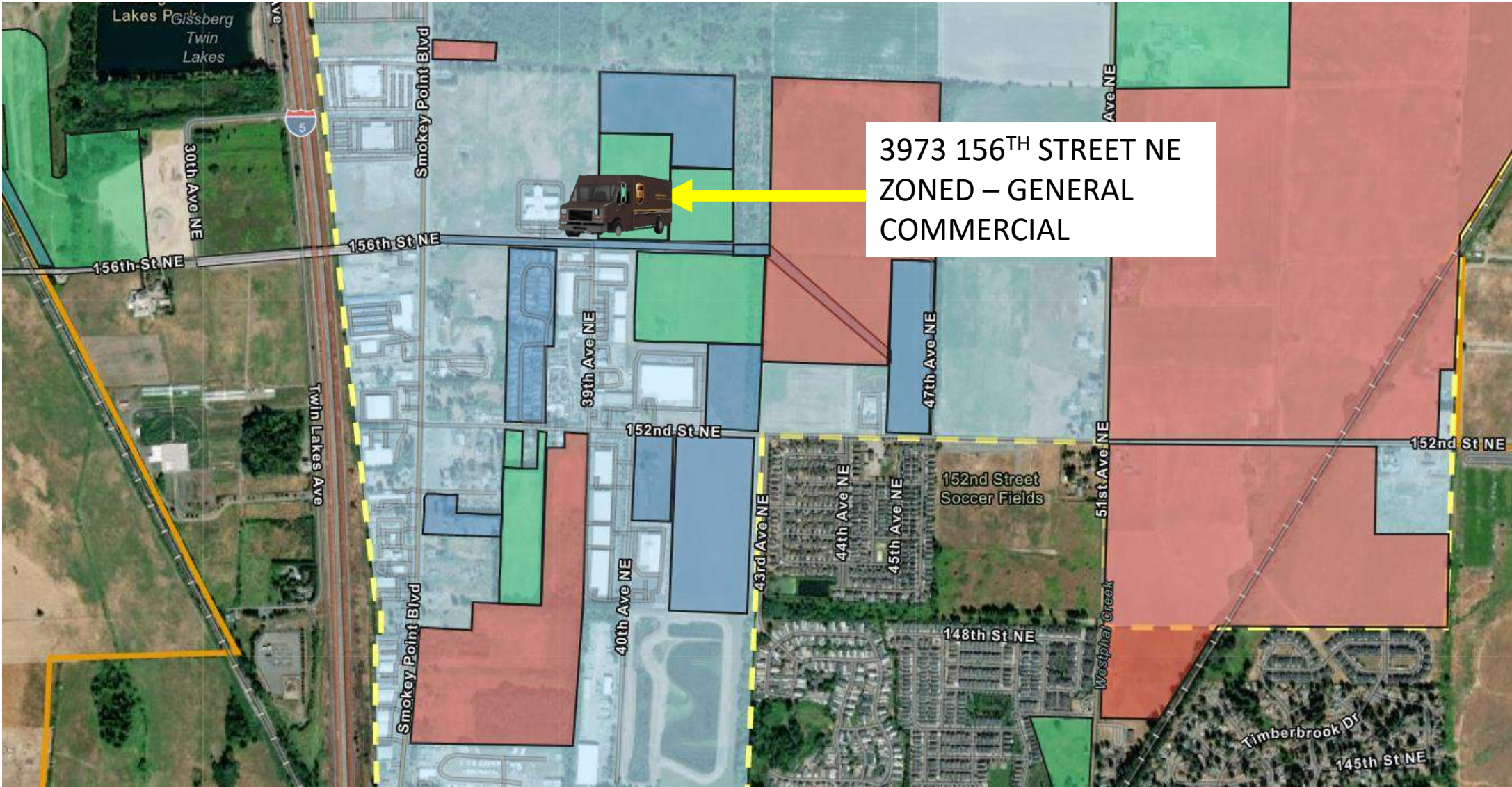


# THE MARYSVILLE PROJECT HIGHLIGHT REEL

1. UPS
2. MI 5 BUILDING
3. SMARTCAP
4. SALACIA
5. NORTHPOINT



# UPS



Item B - 13

# UPS



Item B - 14

# UPS

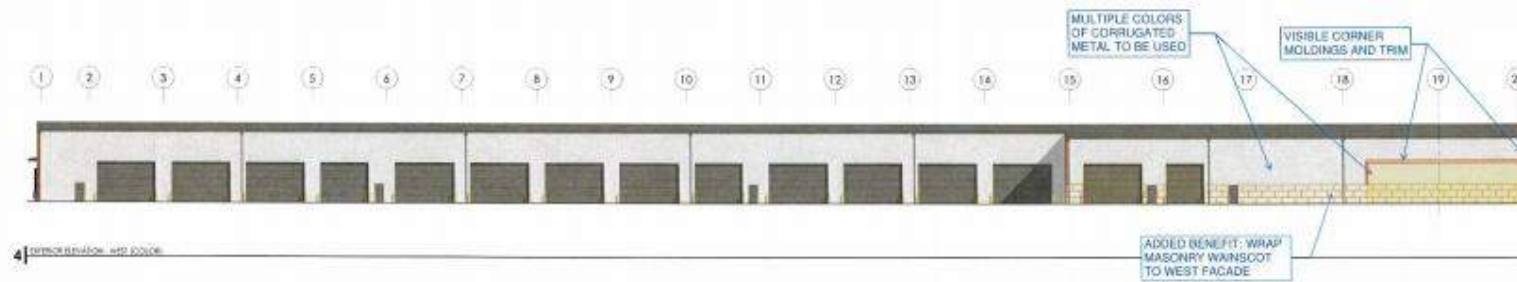
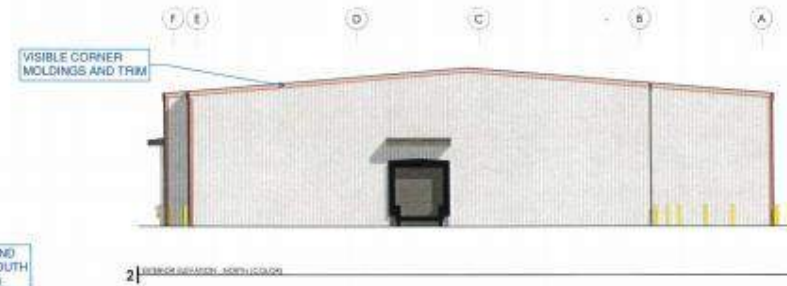
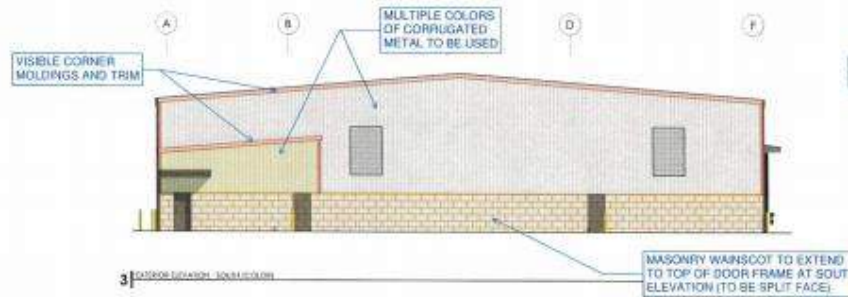
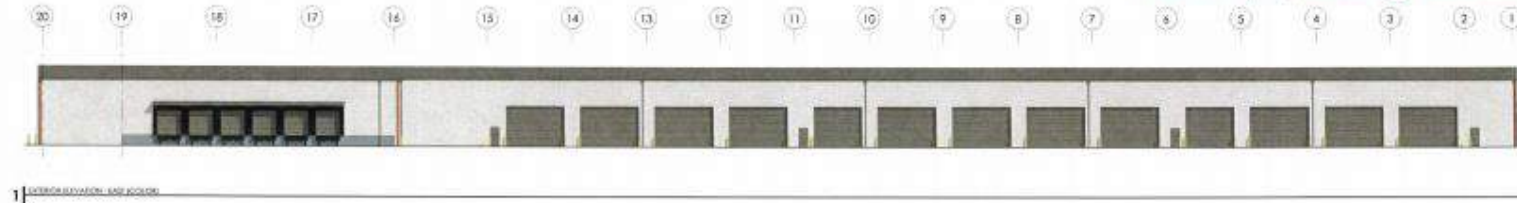
- SUMMITTED IN FEBRUARY 2020
- GRASSLAND/PASTURE
- 9.56-ACRES ON THE CORNER OF 156<sup>TH</sup> STREET AND 39<sup>TH</sup> AVENUE
- 52,000 SF PACKAGE CENTER FOR UPS
- CUT, FILL, GRADING, PAVING,
- LANDSCAPING USED TO SCREEN THE SITE FROM NEIGHBORS
- UNDER CONSTRUCTION

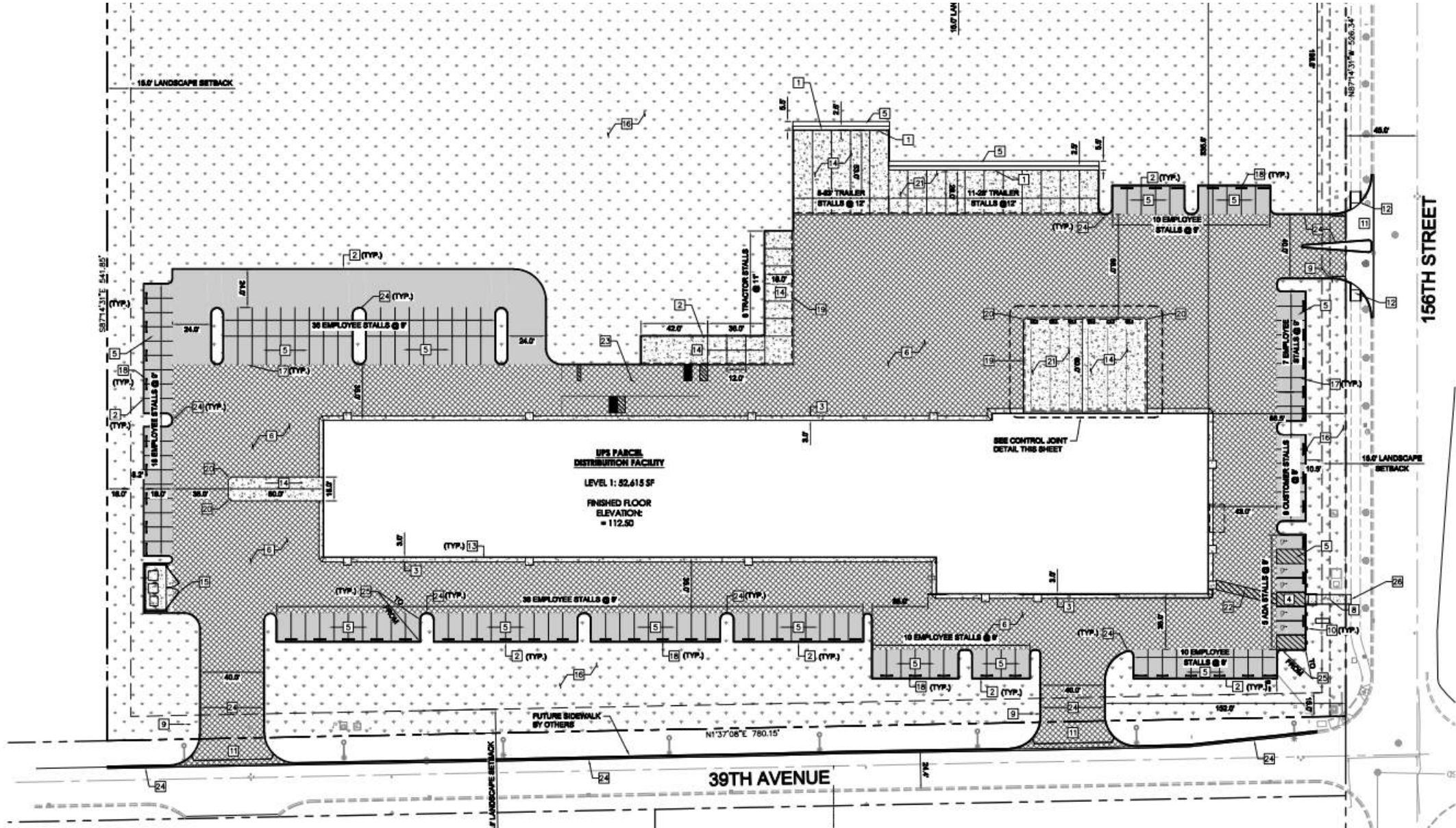
# UPS

- 24,000 PACKAGES PER DAY
- 150 EMPLOYEES DAILY
- MOST VEHICLE TRAFFIC IN/OUT IS BETWEEN 8PM AND 3AM
- PACKAGE DELIVERY CARS COME 8AM-9AM AND 5PM-6PM
- NO PRODUCTS OR PACKAGES STORED ON SITE
- STAGING AREAS USED TO ORGANIZE AND MOVE TRAILERS OUT OF SITE

# UPS

Modifications required to be compliant to  
Marysville Municipal Code 22C.020.250  
Section (10) Building Materials







Item B - 19



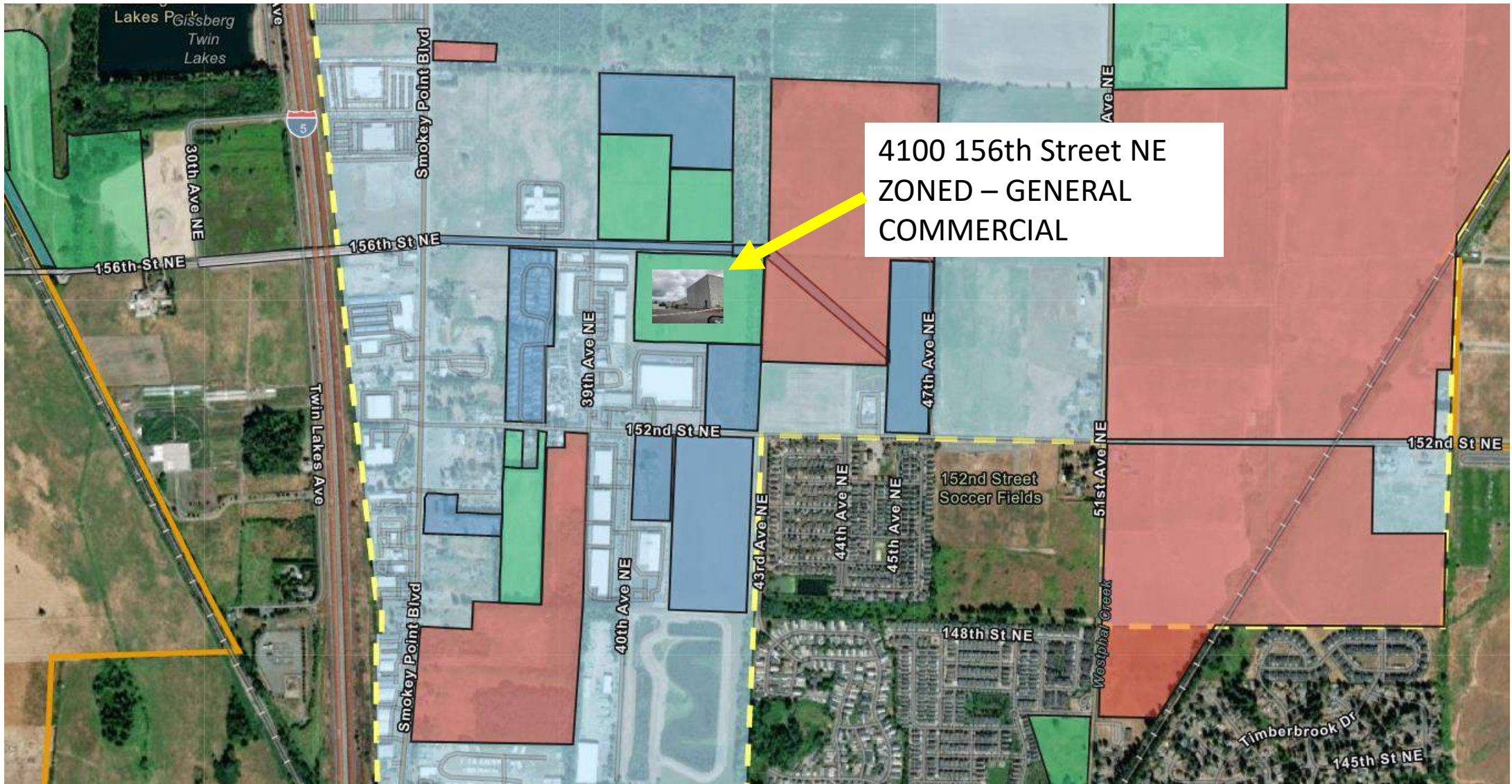


Item B - 20



Item B - 21

# MI-5



Item B - 22

# MI-5



Item B - 23

# MI-5

- SUBMITTED IN OCTOBER 2018
- ~100 NEW EMPLOYEES FOR NEW PROJECT
- TWO BUILDING INDUSTRIAL PARK ON 12-ACRES
- STATE OF THE ART INDUSTRIAL BUILDINGS
- SHARED TRUCK COURT BETWEEN BUILDINGS SCREENED FROM STREET
- MARKETED TO INDUSTRIAL USERS, MANUFACTURING, OFFICE, WAREHOUSE OR DISTRIBUTION USERS
- CONCRETE TILT PANELS WITH ALUMINUM STOREFRONT ENTRIES FOR TENANT SPACES





Item B-16



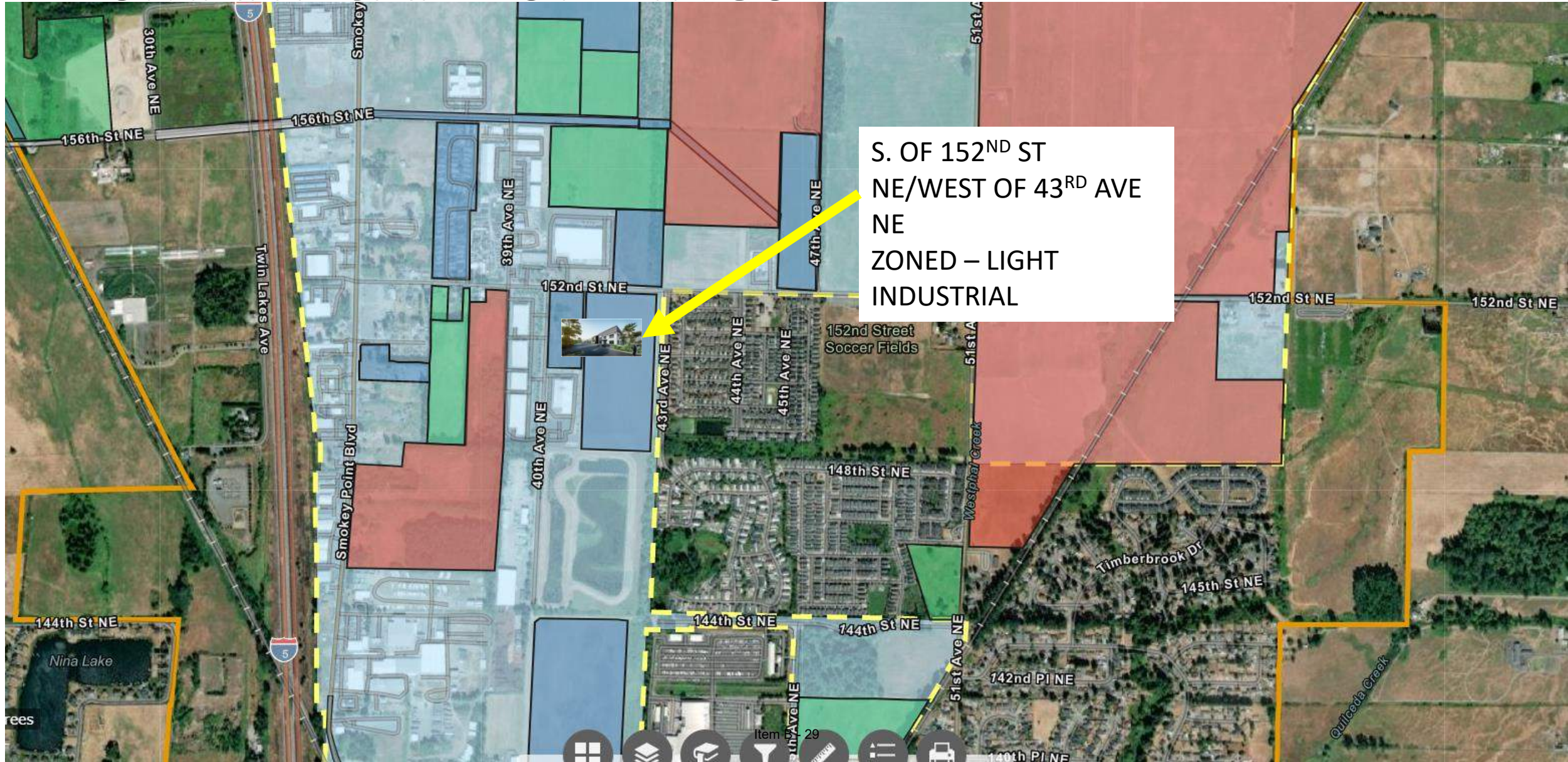
Item B - 27





Item B - 28

# SMART CAP BUILDINGS



# SMART CAP BUILDINGS



# SMARTCAP DC NORTH

- BUILDING A – PROPOSED DISTRIBUTION CENTER ON 14 ACRES
  - 231,475 SF
- BUILDING B – PROPOSED DISTRIBUTION CENTER ON 4 ACRES
  - 68,425 SF
- EARLY GRADING HAS BEGUN FOR BUILDING A



Item B - 32



Item B - 33



Item B - 34





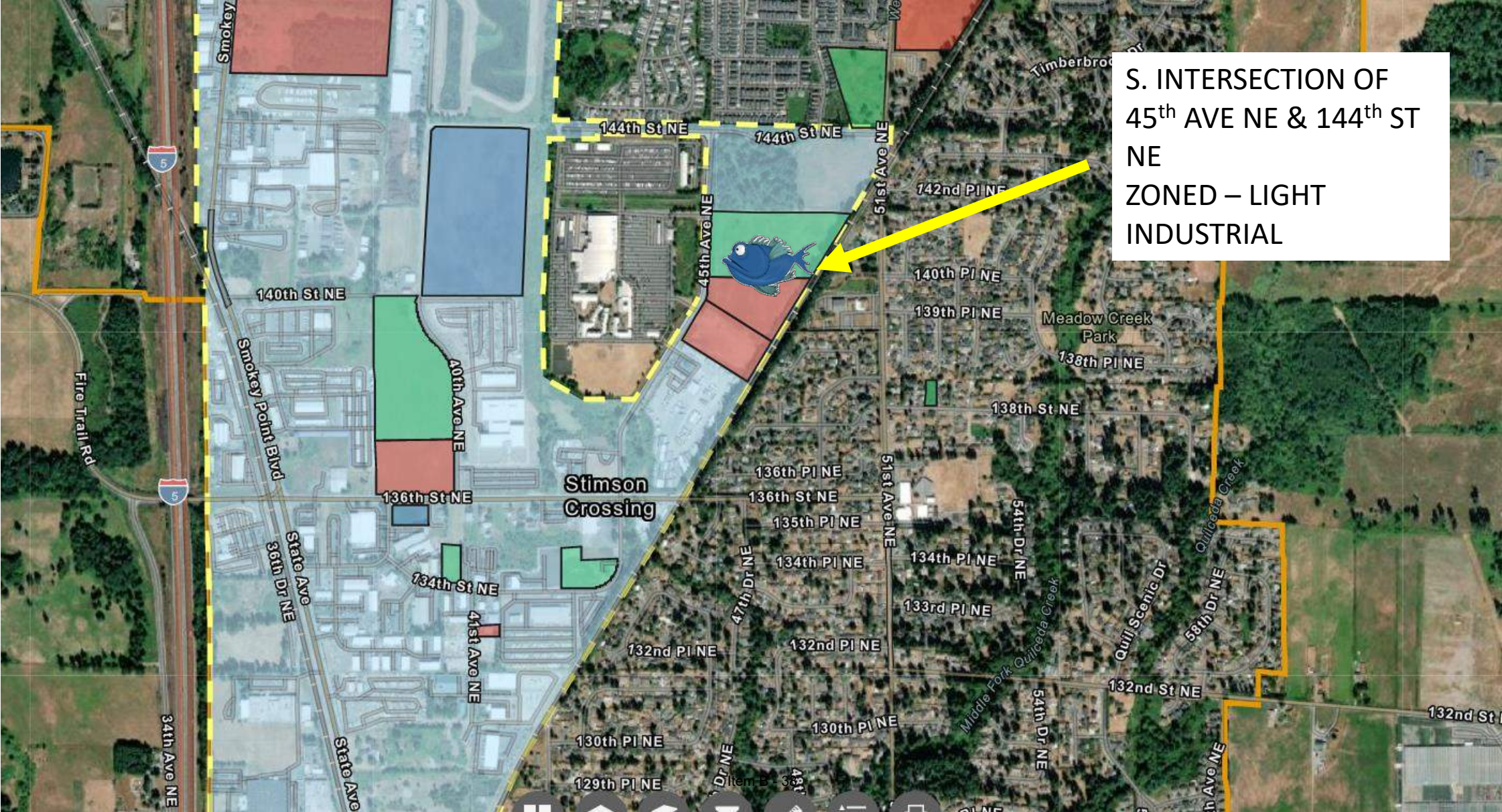


Item B - 36

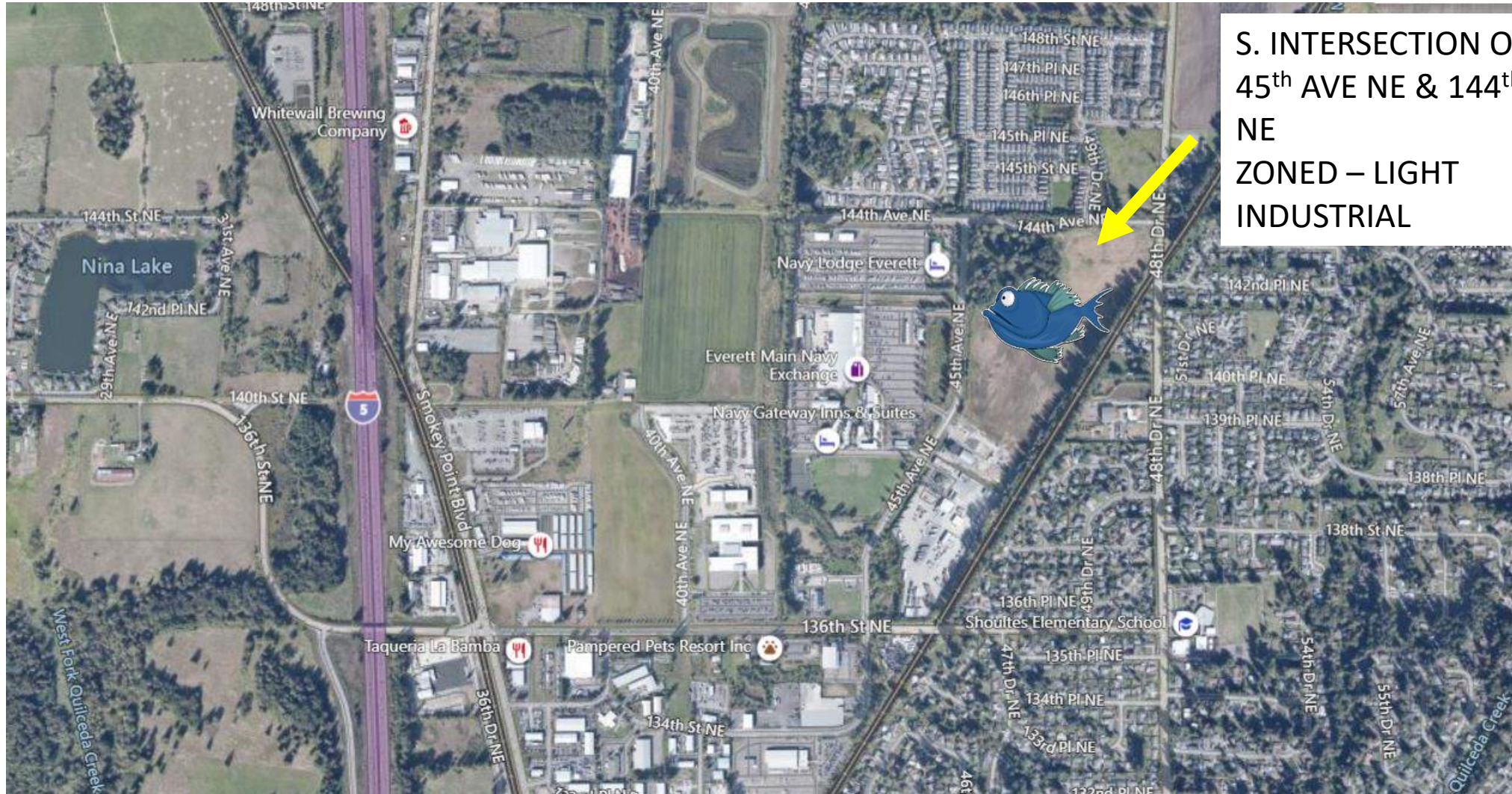


Item B - 37

# SALACIA



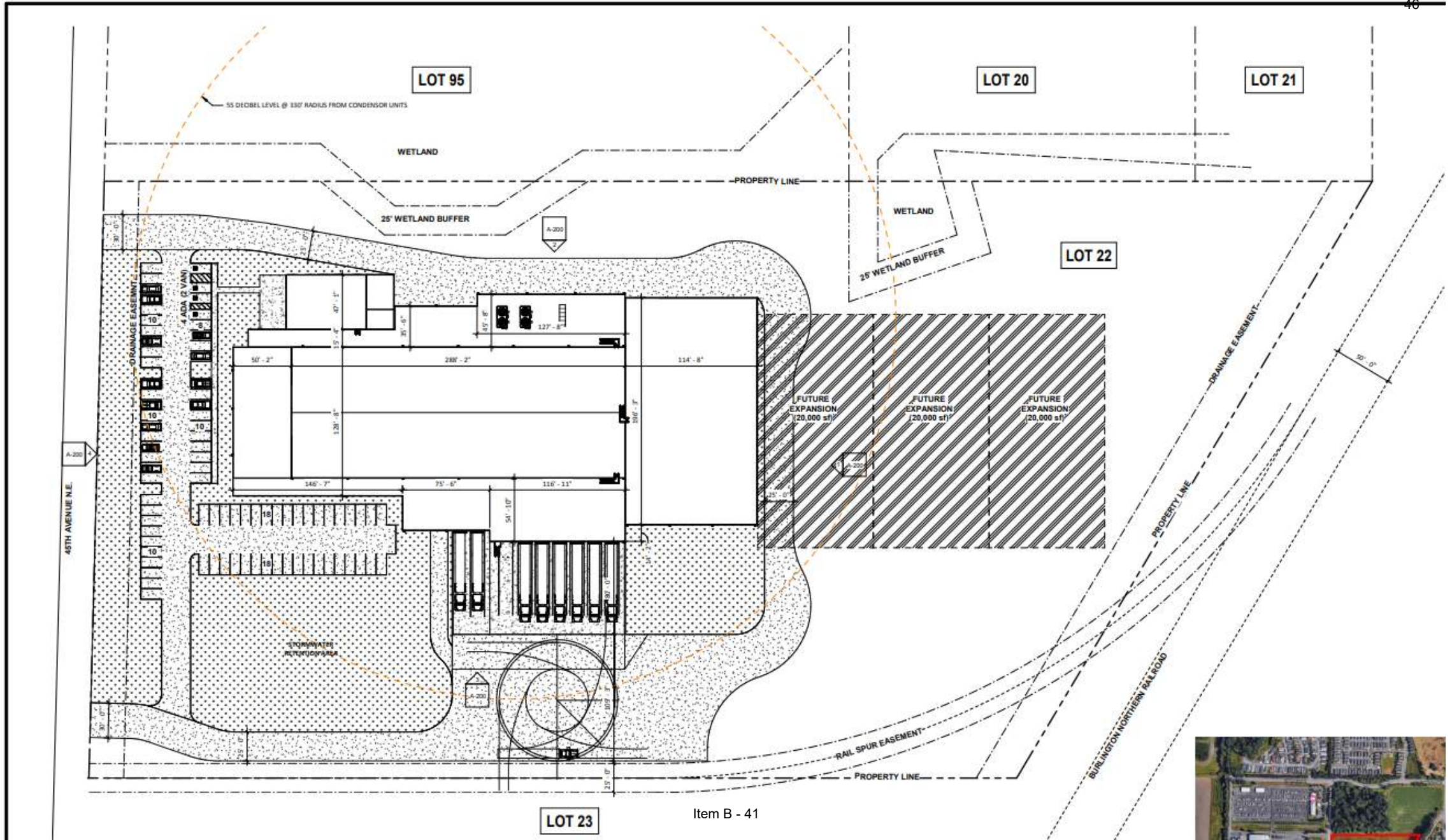
# SALACIA



S. INTERSECTION OF  
45<sup>th</sup> AVE NE & 144<sup>th</sup> ST  
NE  
ZONED – LIGHT  
INDUSTRIAL

# SALACIA

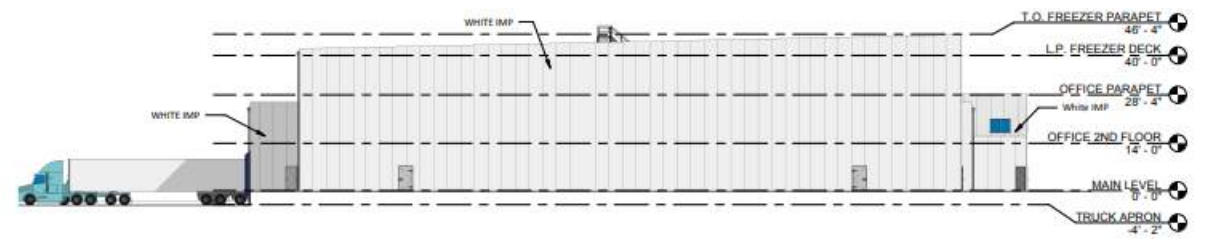
- 11.23 ACRE PARCEL
- 96,499 SF SEAFOOD PROCESSING FACILITY WITH OFFICE, STORAGE, AND PROCESSING COMPONENTS
- STORMWATER
- 84 PARKING SPACES
- 30-40 EMPLOYEES
- PHASE 3 GRADING UNDER REVIEW



LOT 23

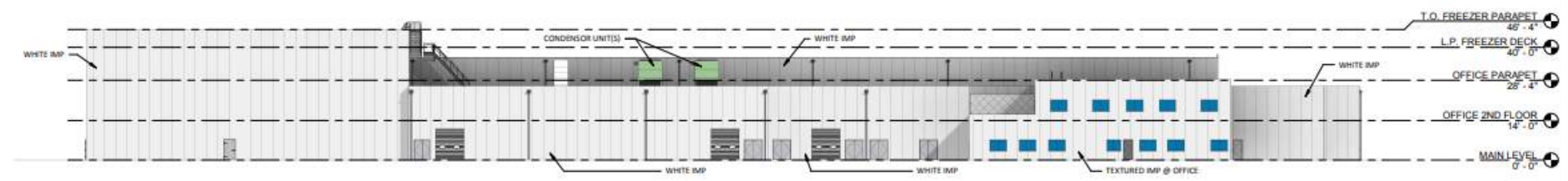
Item B - 41



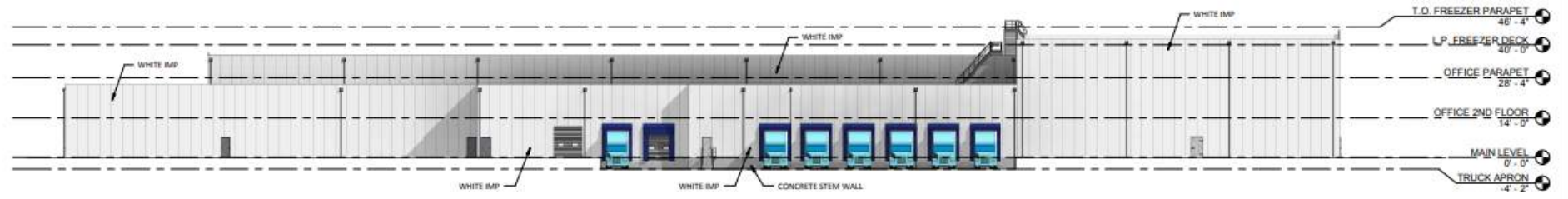


East 1  
1" = 20'-0" A-100-200

REV  
LAND USE



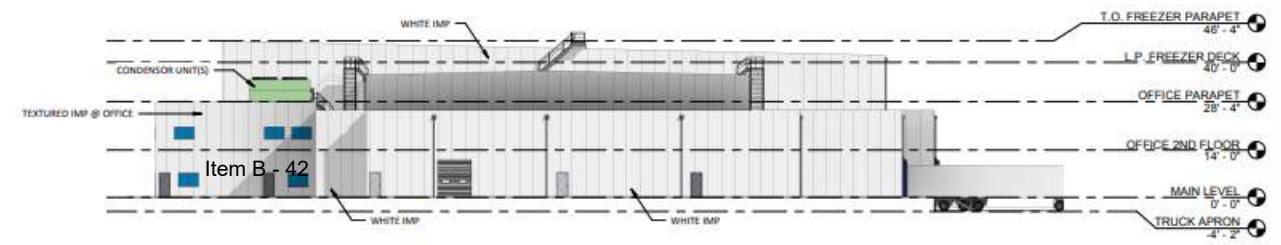
North 2  
1" = 20'-0" A-100-200



South 3  
1" = 20'-0" A-100-200

SALAI  
PROC

Stamp:



Sheet Title

BUILD  
ELEVA

Project No

Sheet No:

A-

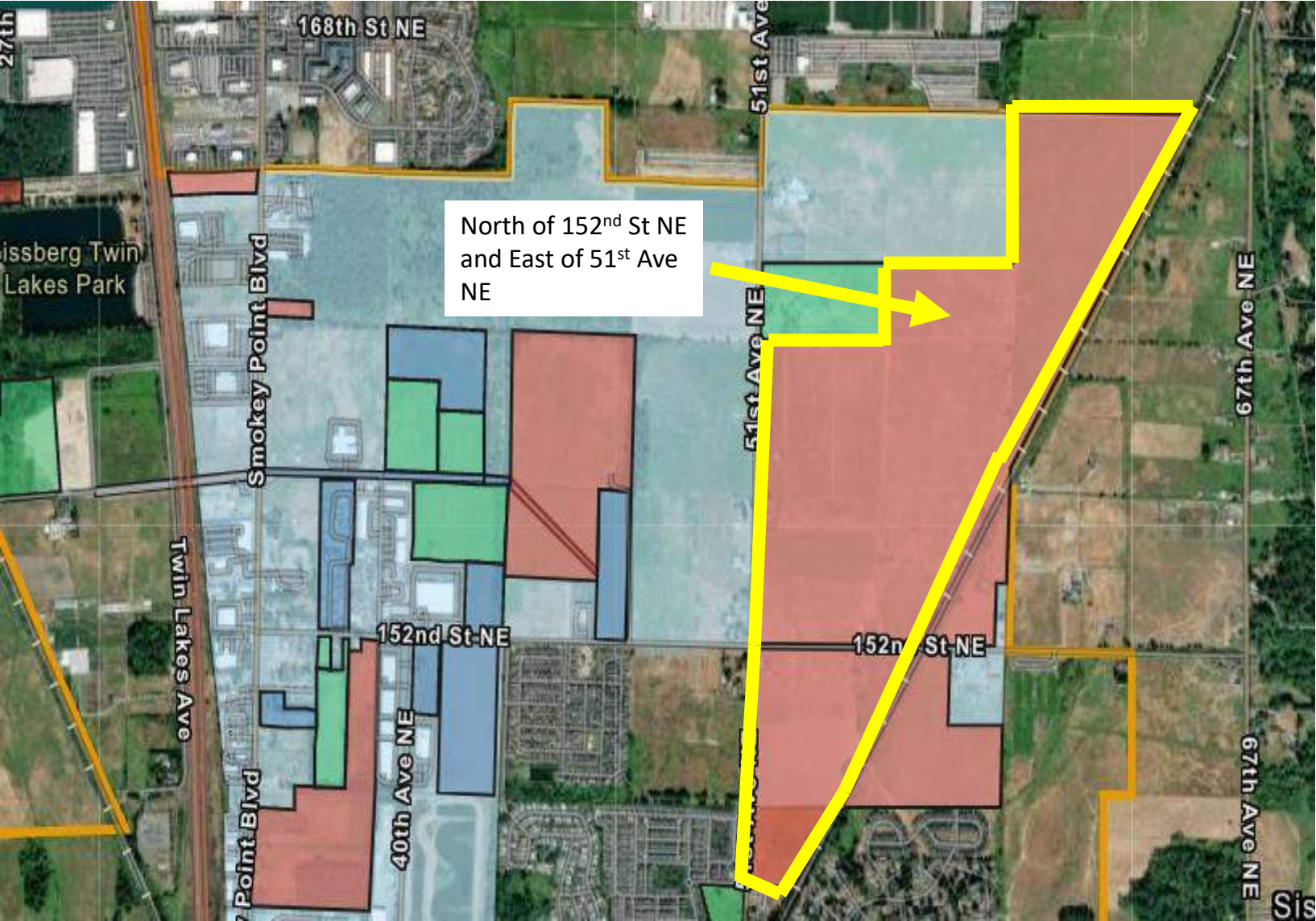


Item B - 43





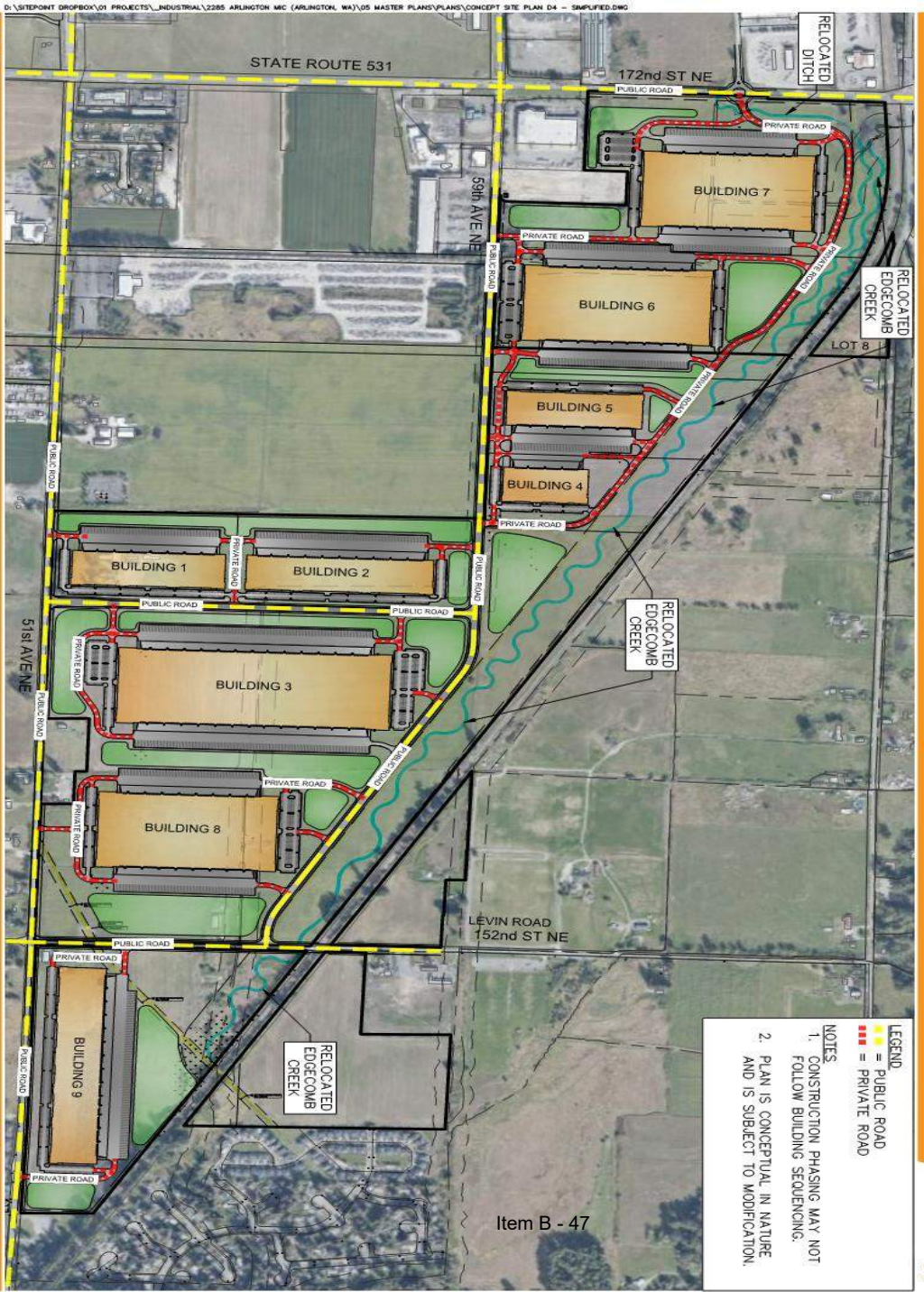
Item B - 44



Item B - 45

# NORTPOINT

- Acreage in Marysville/Arlington = 426
- Acreage in Marysville = 339
- 9 buildings planned for 4,156,000 square feet of manufacturing, warehouse and office space
- 7 buildings in Marysville with over 3 million square feet
- Building 1 in Marysville already approved for over 230,000 square feet (one of their smaller buildings)
- Relocation of Edgecomb Creek
- 12' wide public trail to be included in buffer area from 152<sup>nd</sup> Street NE up to 172<sup>nd</sup> Street NE



CASCADE INDUSTRIAL CENTER (ARLINGTON AND MARYSVILLE, WA)

CONCEPTUAL SITE PLAN

2020.11.06  
SCALE 1:800

**LEGEND**  
 --- = PUBLIC ROAD  
 --- = PRIVATE ROAD

**NOTES**  
 1. CONSTRUCTION PHASING MAY NOT FOLLOW BUILDING SEQUENCING.  
 2. PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION.

Item B - 47



EST.



1891

# MARYSVILLE

WASHINGTON



**QUESTIONS?**

Item B - 48

# 2020 Permit Summary by Type

City of Marysville

Date Range Between 1/1/2020 and 12/31/2020

PERMIT TYPE	NUMBER OF PERMITS APPLIED	NUMBER OF PERMITS ISSUED	NUMBER OF PERMITS FINALED	NEW NUMBER OF UNITS	NEW SQUARE FOOTAGE	VALUATION OF ISSUED PERMITS	FEES CHARGED FOR ISSUED PERMITS
ADULT FAMILY	23	19	7			\$355,400.00	\$15,911.00
APARTMENT	20	2	-	18	50,499	\$4,816,000.00	\$241,198.22
ARLINGTON UTILITY	5	1	-			\$0.00	\$0.00
BLS	746	588	-			\$0.00	\$0.00
CERT OF OCC	7	9	8			\$2,000.00	\$778.74
COMMERCIAL	54	58	59	28	334,792	\$46,307,562.96	\$766,627.75
DECKS	23	18	11			\$103,380.00	\$4,131.34
DEMOLITION	19	21	11			\$0.00	\$622.50
DUPLEX	6	6	6	12	21,360	\$1,876,282.60	\$42,417.02
ELECTRICAL	488	491	509			\$12,257,176.14	\$195,898.72
FIRE	214	206	165			\$5,600.00	\$66,196.75
GARAGE	16	13	19			\$533,907.66	\$12,432.94
GRADING	40	27	10			\$0.00	\$25,890.00
MECHANICAL	77	79	75			\$7,105,278.00	\$44,510.10
MISCELLANEOUS	65	6	1			\$0.00	\$1,516.70
MOBILE	9	10	5	10	11,830	\$71,150.00	\$12,926.76
MULTI-FAMILY	-	1	-			\$419,142.64	\$35,807.13
OL BLDG RESIDENTIAL	1,372	1,324	1,070			\$108,513.27	\$108,596.77
OL ELECTRICAL RESIDENTIAL	1,111	1,074	742			\$112,689.75	\$112,359.75
OTHER	32	19	10			\$2,301,112.57	\$24,652.65
PLUMBING	34	40	33			\$2,879,530.00	\$32,208.28
RESIDENTIAL	414	387	475	339	960,404	\$87,183,591.26	\$4,631,979.73
ROOF	9	9	11			\$954,674.00	\$9,925.72
ROW	233	197	86			\$0.00	\$49,000.00
SIGN	37	40	31			\$392,631.69	\$12,975.02
SOLAR PANELS/PV SYS	12	10	10			\$116,435.30	\$850.00
TOWNHOUSE	2	6	-	19	51,841	\$6,409,863.13	\$198,077.08
UTILITY	435	412	238			\$0.00	\$4,814,717.75
<b>Totals:</b>	<b>5,503</b>	<b>5,073</b>	<b>3,592</b>	<b>426</b>	<b>1,430,726</b>	<b>\$174,311,920.97</b>	<b>\$11,462,208.42</b>

# 2021 Permit Summary by Type

City of Marysville

Date Range Between 1/1/2021 and 6/25/2021

PERMIT TYPE	NUMBER OF PERMITS APPLIED	NUMBER OF PERMITS ISSUED	NUMBER OF PERMITS FINALED	NEW NUMBER OF UNITS	NEW SQUARE FOOTAGE	VALUATION OF ISSUED PERMITS	FEE CHARGED FOR ISSUED PERMITS
ADULT FAMILY	8	6	16			\$204,000.00	\$5,577.27
APARTMENT	14	3	1	87	84,292	\$8,523,902.00	\$421,701.72
BLS	420	319	-			\$0.00	\$0.00
BUSINESS LICENSE	29	1	-			\$0.00	\$98.00
CERT OF OCC	4	3	2			\$5,000.00	\$393.75
COMMERCIAL	27	23	32	10	78,365	\$6,789,575.00	\$90,848.58
DECKS	14	8	8			\$62,000.00	\$2,186.16
DEMOLITION	16	14	4			\$0.00	\$349.00
DUPLEX	1	1	-	2	4,924	\$440,714.38	\$22,800.44
ELECTRICAL	250	235	204			\$3,567,563.45	\$72,691.72
FIRE	73	68	93			\$0.00	\$15,587.50
GARAGE	7	7	2			\$220,916.32	\$5,180.06
GRADING	33	19	11			\$0.00	\$29,657.50
MECHANICAL	31	31	27			\$514,394.24	\$9,837.43
MISCELLANEOUS	28	3	-			\$0.00	\$225.00
MOBILE	1	5	6	5	6,124	\$20,700.00	\$10,624.95
OL BLDG RESIDENTIAL	398	378	257			\$29,515.50	\$30,027.00
OL ELECTRICAL RESIDENTIAL	978	949	647			\$80,344.50	\$80,614.50
OTHER	25	24	7			\$6,308,050.04	\$49,965.12
PLUMBING	21	13	10			\$17,000.00	\$3,884.06
RESIDENTIAL	225	180	139	146	417,184	\$39,174,691.41	\$2,420,756.31
ROOF	5	5	2			\$94,395.00	\$1,269.44
ROW	155	128	80			\$0.00	\$31,250.00
SIGN	16	14	19			\$129,707.61	\$4,194.19
SOLAR PANELS/PV SYS	18	17	12			\$245,655.26	\$1,551.46
UTILITY	268	174	130			\$0.00	\$2,562,648.31
<b>Totals:</b>	<b>3,065</b>	<b>2,628</b>	<b>1,709</b>	<b>250</b>	<b>590,889</b>	<b>\$66,428,124.71</b>	<b>\$5,873,919.47</b>

# *Index #1*



**City Council**



**1049 State Avenue  
Marysville, WA 98270**

**Regular Meeting  
June 14, 2021**

**Call to Order**

Mayor Nehring called the June 14, 2021 meeting of the Marysville City Council to order at Marysville City Hall and virtually via Zoom at 7:00 p.m.

**Invocation**

Chaplain Greg Kanehen gave the invocation.

**Pledge of Allegiance**

Mayor Nehring 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: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Erik Scairpon, Public Works Director Esco Bell, City Attorney Jon Walker, Parks Director Tara Mizell, Community Development Director Haylie Miller, City Engineer Jeff Laycock, Human Resources Manager Teri Lester, Community Information Officer (CIO) Connie Mennie, Fire Chief Martin McFalls, Information Services Manager Worth Norton, Systems Analyst Mike Davis

**Approval of the Agenda**

**Motion** to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

## **Presentations**

### **Audience Participation**

Tom Schessler, 7905 87th Avenue NE, Marysville, expressed concern about traffic impacts of a 77-home development adjacent to the Berrywoods neighborhood. Mayor Nehring invited Community Development Miller to comment on this item.

Director Miller thanked Mr. Schessler and other neighbors for their comments. She reviewed the development and review process and stated that staff is reviewing the comments received. She noted that the Hearing Examiner will also be reviewing all the comments and will render a decision on the matter.

Mayor Nehring stated that the City had been in contact with the developer to plan a neighborhood meeting. Residents within 300 feet of the development will be notified by mail. Notices will also be posted online and at City Hall. Mr. Schessler expressed concern about the limited notification area when the development will impact a much larger area.

Scott Allen, 3912 Sunnyside Blvd., Marysville, expressed concern about residents in a new development lighting fireworks. Mayor Nehring explained that the City has done several years of warning and is now in the enforcement mode. Chief Scairpon concurred that there is a no tolerance approach to fireworks this year. He invited everyone to come enjoy the City's 4<sup>th</sup> of July celebration at the waterfront and to report any violations. Mr. Allen suggested that new residents might not know that fireworks are not allowed. He recommended that a notice be put on the utility bill or have police officers go door-to-door in the new development to inform residents of the policy.

John Kinnick, 8611 79<sup>th</sup> St NE, Marysville, also expressed concern about the proposed development near Berrywoods. He discussed alternate access options besides the once proposed.

Samantha DeVoir, 7705 87th Avenue NE, Marysville, expressed concern about the traffic impacts of the development and especially the safety of the many children who play outdoors in the area.

Christina McColl, 7631 87th Avenue NE, Marysville, expressed concern about the proposed Sage Homes development near their neighborhood. She stated that the streets cannot handle the proposed increase in traffic volume. She also raised concerns about environmental impacts. She recommended that the opening up of 87th Avenue not be allowed and an alternate ingress and egress be found for the project.

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

*6/14/2021 City Council Meeting Minutes*

*Page 2 of 9*

1. Approval of the May 24, 2021 City Council Meeting Minutes

Councilmember Vaughan noted that the spelling of Peter Condyles' name needed to be corrected on page 6 of 7 under his comments.

**Motion** to approve the May 24, 2021 City Council Meeting Minutes as amended moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

**Consent**

2. Approval of the May 25, 2021 Payroll in the Amount of \$1,457,507.92 Paid by EFT Transactions and Check Numbers 33461 through 33485
3. Approval of the May 26, 2021 Claims in the Amount of \$3,057,332.83 Paid by EFT Transactions and Check Numbers 148393 through 148510 with Check Numbers 139883 and 148289 Voided
4. Approval of the June 2, 2021 Claims in the Amount of \$2,448,109.61 Paid by EFT Transactions and Check Numbers 148511 through 148654
8. Consider Approving the First Amendment to the Master Service Agreement with Securus Technologies
9. Consider Approving the Independent Contractor Agreement with Rae Boyd APRN, BC, PLLC, for Marysville Jail Facility Medical Services
10. Consider Approving the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92
11. Consider Approving the Acceptance of the 2020 Pavement Preservation Program Project with Reece Construction Company, Starting the 60-day Lien Filing Period for Project Closeout
12. Consider Approving the 2020 Transportation Benefit District Annual Report

**Motion** to approve Consent Agenda items 2, 3, 4, 8, 9, 10, 11 and 12 moved by Councilmember King seconded by Councilmember James.

**AYES: ALL**

**Review Bids**

5. Consider Awarding the Schaefer Cart Purchase to General Equipment Company and Approving the Purchase Agreement in the Amount of \$401,821.23

**Motion** to authorize the Mayor to sign and execute the Purchase Agreement with General Equipment Company for the purchase of Schaefer Carts in the Amount of \$401,821.23 moved by Council President Norton seconded by Councilmember King.

**AYES: ALL**

6. Consider Awarding the 2021 Pavement Preservation Project to Cadman Materials, Inc. and Approving the Contract in the Amount of \$795,592.50 and Approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75

**Motion** to authorize the Mayor to sign and execute the 2021 Pavement Preservation Project contract with Cadman Materials, Inc. in the Amount of \$795,592.50 and approve a Management Reserve of \$79,559.25 for a Total Allocation of \$875,151.75 moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

### **Public Hearings**

7. Consider Approving a Resolution Adopting a Six-Year Transportation Improvement Plan (2022-2027)

City Engineer Laycock made the 6-Year Transportation Improvement Plan (2022-2027) presentation. Mayor Nehring was very impressed at the number of grants that the City has been able to procure. City Engineer Laycock concurred and noted they currently have about \$30 million in grant funds across about 20 projects.

The public hearing was opened at 7:42 p.m. and public comments were solicited. There were no comments. The public hearing was closed at 7:43 p.m.

Councilmember Richards referred to the Quiet Zone and requested that this be extended all the way to 172nd.

Councilmember King asked about the status of the cemetery at 88th and State. City Engineer Laycock replied that is an ongoing project.

Councilmember Muller expressed appreciation for staff being aggressive with grants and also for the community support of transportation improvements.

**Motion** to adopt Resolution No. 2499, Adopting a Six-Year Transportation Improvement Plan (2022-2027) moved by Councilmember Muller seconded by Councilmember James.

**AYES: ALL**

19. Consider Approving an Ordinance Vacating an Unopened Public Road and Waiving Compensation for said Vacation

Director Miller reviewed the proposed ordinance vacating an unopened public road.

The public hearing was opened at 7:49 p.m. and public comments were solicited.

Paul Levitt, Keystone Land, 13805 Smokey Pt. Blvd, Suite 102, stated he was the applicant of the adjacent land and expressed appreciation to staff for their work on this item. He spoke in support of the ordinance.

The public hearing was closed at 7:50 p.m.

The City Council had no comments or questions.

**Motion** to adopt Ordinance No. 3184, vacating an unopened public road and waiving compensation for said vacation moved by Councilmember James seconded by Councilmember King.

**AYES: ALL**

### **New Business**

13. Consider Approving a Resolution Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy

**Motion** to adopt Resolution No. 2500, Adopting Policies and Procedures for Right-of-Way Procedures, Waiver of Appraisal Procedures and Administrative Settlement Policy moved by Council President Norton seconded by Councilmember Richards.

**AYES: ALL**

14. Consider Approving a Resolution Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest

**Motion** to adopt Resolution No. 2501, Authorizing a \$105,000.00 Interfund Loan from the General Fund 001 to the CDBG Fund 109, and Providing a Formula for Payment of Interest moved by Councilmember Richards seconded by Councilmember Muller.

**AYES: ALL**

15. Consider Approving a Resolution Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest

**Motion** to adopt Resolution No. 2502, Authorizing a \$455,000.00 Interfund Loan from the General Fund 001 to the Affordable Housing Tax Fund 115, and Providing a Formula for Payment of Interest moved by Councilmember Muller seconded by Councilmember Richards.

**AYES: ALL**

16. Consider Approving a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof

**Motion** to adopt Resolution No. 2503, Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof moved by Councilmember King seconded by Councilmember James.

**AYES: ALL**

17. Consider Approving an Ordinance Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed Under Section 14.07.075

**Motion** to adopt Ordinance No. 3185, an Ordinance Setting Water, Sewer, and Surface Water Utility Rates and Amending Sections 14.07.060, 14.07.070, 14.19.010 and 14.19.050 of the MMC as Allowed under Section 14.07.075 moved by Councilmember Muller seconded by Councilmember Vaughan.

**AYES: ALL**

18. Consider Approving an Ordinance Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering

**Motion** to adopt Ordinance No. 3186, an Ordinance Amending Section 6.36.030 of the MMC to Update the Criminal Penalty for Loitering moved by Councilmember Richards seconded by Council President Norton.

**AYES: ALL**

## Legal

### Mayor's Business

- Mayor Nehring, Director Bell, Director Miller, and City Engineer Laycock met with the CEO of Community Transit who was in town last week.
- Mayor Nehring and Chief Scairpon represented the City and spoke at the Juneteenth event at Comeford Park on Saturday. It was a beautiful day and nice event with great attendance.

### Staff Business

Director Bell reported that he has enjoyed his first week working in Marysville.

#### Chief Scairpon:

- The celebration of Juneteenth was a great event. Thanks to Parks for their wonderful sponsorship of that event. He also thanked Change the Narrative of Granite Falls for their invitation to that event along with Chief Sutter from Tulalip Tribal Police and Chief Templeman from Everett. He appreciated the conversation with the community.
- The Department will be welcoming a new police officer, Brent Lee, this week.

- Officers will be out looking for people setting off fireworks and reminding them they are illegal.

Director Miller thanked Council for receiving the comments on the development application. She noted that Community Development is extremely busy, but they strive to provide excellent customer service. The City is still soliciting comments from restaurants regarding food trucks and has not received many.

Director Mizell reported that summer registration is underway. All athletic camps and mini camps are full. Parks was able to open up additional spots for day camp. She reported on 4th of July activities including food trucks, vendors and other activities. Summer concerts and movies will be happening on a shortened schedule. All of the information is on the website.

HR Manager Lester had no comments.

CIO Mennie outlined how the City provides information to the public about fireworks via news releases, social media announcements, the 4th Street reader board, additional electronic reader boards, banners around town, and the electronic newsletter. They will continue to remind the public that fireworks are illegal through the 4th of July.

City Attorney Walker stated the need for an Executive Session to discuss four items - one item regarding the lease of city property with no action expected and three items to review the performance of a public official. Action is expected on one of those items only. Executive Session was expected to last 20 minutes.

CAO Hirashima had no comments.

### **Call on Councilmembers and Committee Reports**

Councilmember Muller reported he went to the Everett Sorticulture event over the weekend. It's good to see community events happening again. He is looking forward to Marysville's community events this summer.

Councilmember Richards thanked all the residents from Berrywoods for coming to speak and writing with their comments. He thanked Mr. Allen for his comments about the fireworks in Sunnyside. He asked staff if the food truck topic had been posted on social media. CIO Mennie replied that it hadn't but she would put something on there.

Councilmember King also was pleased to see community events, including Touch-a-Truck, happening again. He thanked community members for coming to share their concerns.

Councilmember James also thanked residents of the Berrywoods neighborhood for their comments.

Councilmember Vaughan expressed appreciation to citizens for sharing their comments. He said he was uncomfortable with the Council's lack of involvement with this type of issue given the fact that they are the ones who were elected by the citizens. He wondered what recourse there is for citizens who don't have the issue resolved to their satisfaction with the Hearing Examiner. Director Miller explained that if there is disagreement with the Hearing Examiner's decision, residents would have the right to appeal to Snohomish County Superior Court. The City Council is not involved with this process. Director Miller explained how land use issues are processed in the City. Councilmember Vaughan indicated he would like for the Council to be more involved in these issues. He expressed appreciation to staff for their response to concerns.

Councilmember James expressed appreciation for the explanation of the process tonight.

Councilmember Stevens thanked members of the public who came to share their concerns.

Council President Norton:

- She also thanked those who spoke today.
- She shared Councilmember Vaughan's frustration of feeling removed from land use decisions. She spoke to the importance of understanding of what Council is approving as code since the Hearing Examiner use the code to arrive at his decisions. This is one of the reasons why she wanted to have a stronger look within the Economic Development Committee at some of the land use and community development decisions that come before the Council.
- She thanked Mr. Schessler for bringing up his concerns about inadequacy of the 300-foot notice and noted she agreed with him. She asked that this be something for the Council to review. Director Miller indicated they could add this to the agenda for the next Economic Development Committee meeting.
- She thanked Director Mizell for the update on the 4th of July. She is looking forward to it.

### **Adjournment/Recess**

Council recessed at 8:28 p.m for five minutes before reconvening in Executive Session for 20 minutes.

### **Executive Session**

Council reconvened in Executive Session at 8:33 p.m. to discuss four items with action expected on one.

- A. Litigation
- B. Personnel – RCW 42.30.110(1)(g) three items with action expected on one



C. Real Estate – RCW 42.30.110(1)(c) one item with no action expected

Executive Session was extended 25 minutes and action was taken on one item.

### **Reconvene**

Council reconvened at 9:18 p.m.

**Motion** made by Councilmember Norton, seconded by Councilmember Richards to authorize the Mayor to execute the employment agreement with the Chief Administrative Officer.

**AYES: ALL**

### **Adjournment**

The meeting was adjourned at 9:20 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Mayor  
Jon Nehring

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 12, 2021**

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 June 25, 2021 in the amount \$1,794,575.96, paid by EFT Transactions and Check No. 33513 through 33537.

**COUNCIL ACTION:**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 12, 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 June 23, 2021 claims in the amount of \$3,421,004.63 paid by EFT transactions and Check No.'s 148897 through 149059 with check number 128466 voided.**

**COUNCIL ACTION:**

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/23/2021 TO 6/23/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
148897	REVENUE, DEPT OF	TAXES	CITY CLERK	0.42
	REVENUE, DEPT OF		POLICE ADMINISTRATION	40.02
	REVENUE, DEPT OF		WATER/SEWER OPERATION	144.84
	REVENUE, DEPT OF		GENERAL FUND	149.19
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,075.85
	REVENUE, DEPT OF		STORM DRAINAGE	6,588.95
	REVENUE, DEPT OF		GOLF COURSE	21,180.97
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	25,038.48
	REVENUE, DEPT OF		UTIL ADMIN	62,371.83
148898	LYDIG CONSTRUCTION	CIVIC APPLICATION PAYMENT 17	CAPITAL EXPENDITURES	2,385,104.95
148899	PREMERA BLUE CROSS	PREMERA CLAIMS 6/13-6/19/21	MEDICAL CLAIMS	97,922.27
148900	RAPID FINANCIAL SOL	JURY COST/LOAD FEES	COURTS	355.74
148901	ABER, BRIAN	UB REFUND	WATER/SEWER OPERATION	304.23
148902	ADAMS, ROBERT & UNIQ		WATER/SEWER OPERATION	33.66
148903	ALL BATTERY SALES &	XTREME VISION PLUS 9007 BULB - FLEET INV.	ER&R	59.55
148904	AMAZON CAPITAL	CASIO CALCULATOR INK	FINANCE-GENL	5.43
	AMAZON CAPITAL	STOPWATCH	RECREATION SERVICES	9.37
	AMAZON CAPITAL	MITEL PHONES	IS REPLACEMENT ACCOUNTS	82.64
	AMAZON CAPITAL	MOUSE, TAPE, INK REFILL, LEGAL PADS	FINANCE-GENL	89.80
	AMAZON CAPITAL	EXTERNAL HARD DRIVES	POLICE PATROL	180.70
	AMAZON CAPITAL	SURFACE CASES	COMPUTER SERVICES	282.73
	AMAZON CAPITAL	MITEL PHONES	IS REPLACEMENT ACCOUNTS	1,776.76
148905	AMERICAN CLEANERS	DRY CLEANING - FEB 2021	POLICE PATROL	17.27
	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	20.71
	AMERICAN CLEANERS	DRY CLEANING - FEB 2021	POLICE ADMINISTRATION	28.37
	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	30.22
	AMERICAN CLEANERS	DRY CLEANING - MARCH 2021	CRIME PREVENTION	46.78
	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	56.10
	AMERICAN CLEANERS	DRY CLEANING - FEB 2021	DETENTION & CORRECTION	56.10
	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	69.62
	AMERICAN CLEANERS	DRY CLEANING - MARCH 2021	DETENTION & CORRECTION	69.92
	AMERICAN CLEANERS		POLICE PATROL	133.34
148906	AMERICAN PUBLIC WORK	MEMBERSHIP RENEWAL 7/1/21	UTIL ADMIN	240.00
148907	ANATUM GEOMOBILE	GIS RECEIVER/EQUIPMENT FOR SIGN STAFF	GENERAL FUND	-313.86
	ANATUM GEOMOBILE		TRANSPORTATION	3,688.66
148908	APEX HYDROVAC TOOLS	WASH-DOWN GUNS, POLE WITH CLAW	STORM DRAINAGE	561.80
	APEX HYDROVAC TOOLS		SEWER MAIN COLLECTION	561.80
148909	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.15
148910	ASCE SEATTLE SECTION	JOB AD FOR CIVIL PLAN REVIEW	ENGR-GENL	75.00
148911	BALBIANI, JESSICA	DOG SCOOPER	STORM DRAINAGE	32.69
148912	BANK OF AMERICA	REFRESHMENTS/SUPPLIES	PERSONNEL ADMINISTRATION	21.85
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	73.06
148913	BANK OF AMERICA	DUES	POLICE ADMINISTRATION	190.00
148914	BANK OF AMERICA	REGISTRATION	EXECUTIVE ADMIN	200.00
148915	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	437.01
148916	BANK OF AMERICA	VARIDESK/GOTO MEETING	PUBLIC HEALTH EXPENSE	106.33
	BANK OF AMERICA		WASTE WATER TREATMENT	541.04
148917	BANK OF AMERICA	POSTAGE/TRAINING	COMMUNITY	35.89
	BANK OF AMERICA		COMMUNITY	636.35
148918	BANK OF AMERICA	ADVERTISING/LEGAL FEES	GMA - STREET	291.94
	BANK OF AMERICA		LEGAL - PROSECUTION	499.00
148919	BANK OF AMERICA	MEALS/INMATE SUPPLIES	POLICE ADMINISTRATION	41.17
	BANK OF AMERICA		POLICE ADMINISTRATION	108.60
	BANK OF AMERICA		DETENTION & CORRECTION	740.04
148920	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,077.57
148921	BANK OF AMERICA	TRAVEL/TRAINING/ADVERTISING/UNIFORM	POLICE PATROL	864.36
	BANK OF AMERICA		POLICE ADMINISTRATION	971.99

**CITY OF MARYSVILLE  
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148921	BANK OF AMERICA	TRAVEL/TRAINING/ADVERTISING/UNIFORM	POLICE TRAINING-FIREARMS	1,275.00
	BANK OF AMERICA		POLICE ADMINISTRATION	1,972.24
148922	BANK OF AMERICA	ADVERTISING/SUPPLIES	GENERAL FUND	-186.88
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	2,196.36
	BANK OF AMERICA		POLICE ADMINISTRATION	12,375.00
148923	BANK OF AMERICA	SUPPLIES & TRAINING	FINANCE-GENL	10.32
	BANK OF AMERICA		COMPUTER SERVICES	21.84
	BANK OF AMERICA		COMPUTER SERVICES	238.53
	BANK OF AMERICA		COMPUTER SERVICES	276.02
	BANK OF AMERICA		CITY COUNCIL	284.07
	BANK OF AMERICA		MUNICIPAL COURTS	531.23
	BANK OF AMERICA		NON-DEPARTMENTAL	873.97
	BANK OF AMERICA		EXECUTIVE ADMIN	874.18
	BANK OF AMERICA		UTIL ADMIN	1,062.35
	BANK OF AMERICA		MUNICIPAL COURTS	2,618.61
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	2,855.38
	BANK OF AMERICA		COMMUNITY	4,972.49
148924	BARTL, CRAIG	TRAINING	POLICE TRAINING-FIREARMS	159.29
	BARTL, CRAIG		POLICE TRAINING-FIREARMS	274.50
148925	BHAK, HAERAN & PAUL	UB REFUND	WATER/SEWER OPERATION	373.26
148926	BHC CONSULTANTS	PROFESSIONAL SERVICES 4/24-5/21/21	WASTE WATER TREATMENT	695.00
148927	BICKFORD FORD	WINDOW MOTOR ASSY #J051	EQUIPMENT RENTAL	46.41
	BICKFORD FORD	VEHICLE REPAIRS #J015	EQUIPMENT RENTAL	2,468.02
	BICKFORD FORD	VEHICLE REPAIR #J010	EQUIPMENT RENTAL	2,646.79
148928	BRAKE AND CLUTCH	LOWBOY SHOE, BRAKE KIT, GASKETS #F009	EQUIPMENT RENTAL	591.77
148929	BRESNAN, MARY	UB REFUND	GARBAGE	2,043.22
148930	CASCADE SEPTIC, LLC	PORTABLE CLEANING ED SPRINGS	PUMPING PLANT	327.00
148931	CENTRAL WELDING SUPP	HIVIS CLS2 VEST	ER&R	106.57
	CENTRAL WELDING SUPP	TRENCH SHOVELS	ER&R	133.07
	CENTRAL WELDING SUPP	HARD HAT WITH LOGO	ER&R	366.16
	CENTRAL WELDING SUPP	HIVIS CLS2 VESTS/GLOVES	ER&R	496.78
148932	CHMUKH, VALERIY & VA	UB REFUND	WATER/SEWER OPERATION	7.67
148933	COASTAL FARM & HOME	CREDIT INVOICE #1049 ASPHALT	UTIL ADMIN	-2.62
	COASTAL FARM & HOME	UNIFORM - GEIST	UTIL ADMIN	81.29
	COASTAL FARM & HOME	SAFETY TOE SHOES	UTIL ADMIN	96.17
	COASTAL FARM & HOME	FACILITY MAINT SUPPLIES	STORM DRAINAGE	374.80
148934	COLACURCIO BROTHERS	PAY ESTIMATE #1	GMA - STREET	213,417.75
148935	COLE, GEORGIA	ACTIVITY TRANSFER	PARKS-RECREATION	60.00
148936	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	313.17
148937	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,531.46
148938	CRIMINAL JUSTICE	TRAINING - REDIGER	POLICE TRAINING-FIREARMS	50.00
	CRIMINAL JUSTICE	TRAINING - GERFIN	POLICE TRAINING-FIREARMS	600.00
	CRIMINAL JUSTICE	TRAINING - SAINT-DENIS	POLICE TRAINING-FIREARMS	900.00
148939	CRISAN, AUREL & IONE	UB REFUND	WATER/SEWER OPERATION	186.82
148940	CROWLEY, DANIEL & RA		WATER/SEWER OPERATION	230.87
148941	CRYSTAL SPRINGS	CREDIT WATER COOLER RENTAL	COMMUNITY	-19.64
	CRYSTAL SPRINGS	WATER DISPENSER RENTAL	COMMUNITY	49.51
148942	DARREN & STACIE HESP	UB REFUND	WATER/SEWER OPERATION	47.65
148943	DIGITAL DOLPHIN SUPP	SUPPLIES	POLICE ADMINISTRATION	399.95
148944	DK SYSTEMS, INC.	LABOR AND REFRIGERANT-COURT BLDG	COURT FACILITIES	371.08
148945	DOBBS PETERBILT	SENSOR KIT FOR J035	EQUIPMENT RENTAL	245.08
	DOBBS PETERBILT	J030 WINDOW REPAIR	EQUIPMENT RENTAL	1,196.09
148946	DOG WASTE DEPOT	LOCK AND KEY FOR DOG POT DISPENSER	GENERAL FUND	-15.79
	DOG WASTE DEPOT		ROADSIDE VEGETATION	185.54
148947	DOMESTIC VIOLENCE	CDBG/COVID 19 RENTAL ASSISTANCE	COMMUNITY	4,500.00
148948	E&E LUMBER	NO PARKING SIGN	STORM DRAINAGE	4.20
	E&E LUMBER	FAST SET CONCRETE	SEWER LIFT STATION	6.28
	E&E LUMBER	BRASS FLARE NUT/PIPE REPAIR	WATER DIST MAINS	14.70





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148970	HBLE LLC	UNIFORM - PITTS	POLICE PATROL	45.05
	HBLE LLC	VEST FOR ALBANESE/GIBBS	POLICE PATROL	1,024.35
	HBLE LLC		DETENTION & CORRECTION	1,025.00
148971	HD FOWLER COMPANY	CREDIT INVOICE I5784844	UTILITY LOCATING	-97.06
	HD FOWLER COMPANY	CREDIT FOR ELBOW I5804741	PARK & RECREATION FAC	-3.82
	HD FOWLER COMPANY	ELBOW FOR IRRIGATION REPAIR	PARK & RECREATION FAC	3.82
	HD FOWLER COMPANY	IRRIGATION SUPPLIES FOR REPAIRS	PARK & RECREATION FAC	27.27
	HD FOWLER COMPANY	BRASS NOZZLE ADAPTERS	WATER DIST MAINS	164.81
	HD FOWLER COMPANY	GREEN AND BLUE MARKING PAINT	UTILITY LOCATING	412.02
148972	HEATH, HILARY	SCHEDULING CONFLICT SOCCER	PARKS-RECREATION	87.00
148973	HESTER, TAMMY A	UB REFUND	WATER/SEWER OPERATION	9.22
148974	INFORMATION SERVICES	ANNUAL TECH SERVICE/GIS SERVICE	COMPUTER SERVICES	630.00
	INFORMATION SERVICES		UTIL ADMIN	4,882.50
148975	ISOM, DAWN	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	77.00
148976	J & B TOOLS, LLC	SCREWDRIVER SET	EQUIPMENT RENTAL	131.14
	J & B TOOLS, LLC	CENTER PUNCH FOR SHOP TOOLS	EQUIPMENT RENTAL	163.95
148977	JAYNES, JESSE & HALL	UB REFUND	WATER/SEWER OPERATION	106.99
148978	JONES, DENNIS & CATH		WATER/SEWER OPERATION	265.30
148979	KROLL, FRANCESCA		WATER/SEWER OPERATION	34.94
148980	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	168.00
148981	LANGUAGE LINE	INTERPRETER SERVICE	POLICE INVESTIGATION	8.51
148982	LARSEN, DAVID W	REIMBURSEMENT CLAIM FOR DAMAGES	RISK MANAGEMENT	100.00
148983	LASTING IMPRESSIONS	SHIRT/JACKET COUNCILMEMBER RICHARDS	CITY COUNCIL	106.20
148984	LEIRA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	75.00
148985	LENNAR NORTHWEST INC	UB REFUND - 8428 39TH ST NE 98270	WATER/SEWER OPERATION	236.14
148986	LENNAR NORTHWEST INC	UB REFUND - 3825 85TH AVE NE 98270	GARBAGE	571.64
148987	LES SCHWAB TIRE CTR	SERVICE FOR DRIVER TIRE #652	EQUIPMENT RENTAL	120.22
	LES SCHWAB TIRE CTR	TIRES FOR PARKS MOWER #W024	SMALL ENGINE SHOP	275.23
148988	MALLAHAN, MARK	MEAL - SERVICE LINE REPAIR	WATER SERVICES	20.00
148989	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	74.27
	MARYSVILLE PRINTING		POLICE ADMINISTRATION	148.54
	MARYSVILLE PRINTING		COMMUNITY SERVICES UNIT	276.53
148990	MARYSVILLE, CITY OF	UTILITY SERVICE 67TH AVE NE & 64TH PL	PARK & RECREATION FAC	38.13
	MARYSVILLE, CITY OF	UTILITY SERVICE 4822 61 ST NE	AFFORDABLE HOUSING	59.49
	MARYSVILLE, CITY OF	UTILITY SERVICE 5300 SUNNYSIDE BLVD	SEWER LIFT STATION	61.34
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	142.38
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	189.90
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD IRR	PARK & RECREATION FAC	197.57
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	212.16
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD IRR	PARK & RECREATION FAC	220.67
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	289.02
	MARYSVILLE, CITY OF	UTILITY SERVICES 5315 64STH ST NE	PARK & RECREATION FAC	906.00
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	1,688.34
148991	MIKE PERRY & DESIREE	UB REFUND	WATER/SEWER OPERATION	47.04
148992	MILLER LAINE	UB REFUND TNT ROCHON	GARBAGE	70.24
148993	MODERN MACHINERY CO,	REPLACED PANELS, TRACK PADS, SEALS	EQUIPMENT RENTAL	21,977.18
148994	MOSALSKY, TANNA	MEALS FOR INTERVIEW PANEL	POLICE ADMINISTRATION	66.22
148995	MOTOR TRUCKS	TRUCK LITE TAIL LIGHT WIRING PIGTAIL	ER&R	25.01
	MOTOR TRUCKS	DRIVE AXLE SLACK ADJSTS #652	EQUIPMENT RENTAL	509.03
148996	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	19.01
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.02
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.02
148997	MYERS, JESSA	TRACK & FIELD CAMP WITHDRAW	PARKS-RECREATION	95.00
	MYERS, JESSA	ART & CRAFT WITHDRAWAL	PARKS-RECREATION	99.00
	MYERS, JESSA	GREEN THUMB GARDENERS WITHDRAW	PARKS-RECREATION	106.00
	MYERS, JESSA	WIZARDING WONDERS WITHDRAW	PARKS-RECREATION	145.00
148998	NAPA AUTO PARTS	FUEL FILTERS FOR #M015	EQUIPMENT RENTAL	35.91
	NAPA AUTO PARTS	DISTRIBUTOR CAPS FOR #336	EQUIPMENT RENTAL	60.74

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148998	NAPA AUTO PARTS	WINDSHIELD SEALER #J030	EQUIPMENT RENTAL	76.70
	NAPA AUTO PARTS	PERMATEx GLASS SCRAPERS	EQUIPMENT RENTAL	371.58
148999	NC MACHINERY COMPANY	AIR/OIL FILTER, FUEL/WATER SEPARATOR	ER&R	151.37
149000	NORDSTROM, DANIEL	CREDIT NORDSTROM WEDDING	GENERAL FUND	500.00
149001	NORTH COUNTY OUTLOOK	ADVERTISEMENT CLASS OF 2021	EXECUTIVE ADMIN	300.00
149002	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	835.00
149003	NORTH SOUND HOSE	EPOXY, SEAL-PAX TANK REPAIR	WASTE WATER TREATMENT	58.71
149004	NORTHWESTERN AUTO	REMOVAL OF GRAPHICS #J004	EQUIPMENT RENTAL	800.08
149005	OFFICE DEPOT	PAPER PAD	CITY CLERK	2.99
	OFFICE DEPOT	WATER/COPY PAPER	CITY COUNCIL	14.84
	OFFICE DEPOT	VERTICAL ERGO MOUSE	CITY CLERK	43.71
	OFFICE DEPOT	WATER/COPY PAPER	FINANCE-GENL	69.93
149006	OLDCASTLE	ELECTRICAL VAULT LID	WASTE WATER TREATMENT	1,298.26
149007	OREILLY AUTO PARTS	CATALYTIC CONVERTER/PIPE ASSY	EQUIPMENT RENTAL	621.77
	OREILLY AUTO PARTS	CATALYTIC CONVERTER/PIPE ASSY #531	EQUIPMENT RENTAL	621.77
149008	PACIFIC GOLF & TURF	CABLE, RIM AND WHEEL #W024	SMALL ENGINE SHOP	195.38
149009	PARTICLE TECHNOLOGY	PARTICLE/STANDARD IMAGE ANALYSIS	WASTE WATER TREATMENT	802.50
	PARTICLE TECHNOLOGY	STATIC IMAGE ANALYSIS	WASTE WATER TREATMENT	802.50
149010	PEACE OF MIND	5/24 COUNCIL MEETING MINUTES	CITY CLERK	85.00
149011	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	PRO-SHOP	98.00
	PGC INTERBAY LLC		PRO-SHOP	100.00
	PGC INTERBAY LLC		PRO-SHOP	120.95
	PGC INTERBAY LLC		PRO-SHOP	154.48
	PGC INTERBAY LLC		PRO-SHOP	191.85
	PGC INTERBAY LLC		MAINTENANCE	253.82
	PGC INTERBAY LLC		PRO-SHOP	713.00
	PGC INTERBAY LLC		PRO-SHOP	988.87
	PGC INTERBAY LLC		PRO-SHOP	1,171.26
	PGC INTERBAY LLC		MAINTENANCE	1,345.17
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		GOLF COURSE	5,838.52
	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE/PROSHOP	PRO-SHOP	11,773.18
	PGC INTERBAY LLC		MAINTENANCE	17,269.89
149012	PILCHUCK RENTALS	KWIK LOADER	STORM DRAINAGE	114.73
	PILCHUCK RENTALS	BRISTLE BRUSH, PADDLE SWEEPER	PARK & RECREATION FAC	666.71
	PILCHUCK RENTALS	KOMBI POWER HEAD, GRASS LINETRIMMER	STORM DRAINAGE	918.08
149013	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	48.00
149014	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,536.48
149015	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	410.00
149016	PUD	ACCT #205026479	STREET LIGHTING	1.41
	PUD	ACCT #204584361	STREET LIGHTING	2.02
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #201346665	SEWER LIFT STATION	17.58
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.58
	PUD	ACCT #200061463	PARK & RECREATION FAC	17.92
	PUD	ACCT #205195373	PARK & RECREATION FAC	18.14
	PUD	ACCT #205481823	GOLF ADMINISTRATION	18.14
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #200501617	TRANSPORTATION	23.30
	PUD	ACCT #200973956	SEWER LIFT STATION	23.65
	PUD	ACCT #205026479	STREET LIGHTING	28.26
	PUD	ACCT #202011813	PUMPING PLANT	29.14
	PUD	ACCT #204829691	STREET LIGHTING	32.26
	PUD	ACCT #201142155	TRANSPORTATION	37.40
	PUD	ACCT #204584361	STREET LIGHTING	40.40
	PUD	ACCT #200660439	STREET LIGHTING	42.61
	PUD	ACCT #200448801 Item 3 - 6	TRANSPORTATION	47.75

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149016	PUD	ACCT #202294245	SEWER LIFT STATION	49.15
	PUD	ACCT #203500020	STREET LIGHTING	50.21
	PUD	ACCT #221610405	STREET LIGHTING	51.24
	PUD	ACCT #203996343	STREET LIGHTING	61.04
	PUD	ACCT #222664310	TRANSPORTATION	63.33
	PUD	ACCT #222664740	TRANSPORTATION	70.16
	PUD	ACCT #221115934	MAINT OF GENL PLANT	71.22
	PUD	ACCT #202303301	SEWER LIFT STATION	76.53
	PUD	ACCT #202524690	PUMPING PLANT	83.22
	PUD	ACCT #220681340	STORM DRAINAGE	93.42
	PUD	PUD DEERING WILDFLOWER 5/13-6/10/21	PARK & RECREATION FAC	102.18
	PUD	ACCT #222663973	TRANSPORTATION	103.01
	PUD	ACCT #201628880	WASTE WATER TREATMENT	112.59
	PUD	ACCT #203291216	GENERAL	114.26
	PUD	ACCT #201909637	SEWER LIFT STATION	117.12
	PUD	ACCT #202576112	STREET LIGHTING	122.38
	PUD	ACCT #222025900	PUMPING PLANT	136.95
	PUD	ACCT #220020531	STREET LIGHTING	181.27
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202604203	STREET LIGHTING	209.07
	PUD	ACCT #201587284	WASTE WATER TREATMENT	472.63
	PUD	ACCT #201675634	WASTE WATER TREATMENT	484.01
	PUD	ACCT #202177333	MAINT OF GENL PLANT	742.19
	PUD	ACCT #200021871	COURT FACILITIES	936.90
	PUD	ACCT #201617479	CITY HALL	1,012.84
	PUD	ACCT #202882098	STREET LIGHTING	1,080.06
	PUD	ACCT #202576112	STREET LIGHTING	2,447.58
	PUD	ACCT #202604203	STREET LIGHTING	4,181.45
	PUD	ACCT #202882098	STREET LIGHTING	21,601.23
149017	PUMP INDUSTRIES, INC	CREDIT INVOICE #90861	PUMPING PLANT	-1,218.11
	PUMP INDUSTRIES, INC	EDWARD SPRINGS OUTLET SAMPLE PUMP	PUMPING PLANT	1,218.11
	PUMP INDUSTRIES, INC		PUMPING PLANT	1,331.39
149018	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	30.00
	RADIA INC PS		DETENTION & CORRECTION	200.00
149019	ROBERTS JR, JOHN W	UB REFUND	WATER/SEWER OPERATION	85.29
149020	ROY ROBINSON	BRAKE PAD KIT FLEET INVENTORY	ER&R	151.16
	ROY ROBINSON	POWER BRAKE BOOSTER #P157	EQUIPMENT RENTAL	245.76
149021	SANMIGUEL, TARALEE	TRAINING	POLICE TRAINING-FIREARMS	274.50
149022	SCHMAUS, HUNTER W	UB REFUND	WATER/SEWER OPERATION	32.05
149023	SCORE	INMATE HOUSING MAY	DETENTION & CORRECTION	11,503.00
149024	SEATTLE TIMES, THE	SUBSCRIPTION 5/24-8/22/21	EXECUTIVE ADMIN	10.40
149025	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	59.28
149026	SISKUN POWER EQUIPME	WEED EATER PARTS	SMALL ENGINE SHOP	180.42
149027	SNO CO PROSECUTING	EXTRADITION OF INMATE	DETENTION & CORRECTION	545.00
149028	SNO CO PUBLIC WORKS	SOLID WASTE FOR MAY 2021	SOLID WASTE OPERATIONS	170,878.00
149029	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	823.05
149030	SNO CO TREASURER	SNO COUNTY JAIL HOUSING MAY	DETENTION & CORRECTION	94,327.94
149031	SOLID WASTE SYSTEMS	ARM LIFT CYLINDER KIT #J031	EQUIPMENT RENTAL	1,026.84
	SOLID WASTE SYSTEMS	RELAY AND TIMER ASSEMBLY J024	EQUIPMENT RENTAL	1,304.46
	SOLID WASTE SYSTEMS	REPLACE HYDR CYLND & HOSES #J024	EQUIPMENT RENTAL	18,572.20
149032	STABBERT, RICHARD	UB REFUND	WATER/SEWER OPERATION	231.69
149033	STAPLES	11X17 COPY PAPER	COMMUNITY CENTER	15.37
149034	STATE PATROL	FINGERPRINT ID SERVICES	INTERGOVERNMENTAL	371.00
	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
149035	SUTTON, JENNETTE	PERDIEM TRAVEL, COPIES	LEGAL - PROSECUTION	17.06
149036	SWANK MOTION PICTURE	LICENSING FOR SUMMER MOVIES	RECREATION SERVICES	1,655.00
149037	SYSAVATH, DEREK & MA	UB REFUND	GARBAGE	261.86
149038	THOMAS, EMILY		WATER/SEWER OPERATION	28.88

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/23/2021 TO 6/23/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149039	THYSSENKRUPP ELEVATOR	ELEVATOR MAINT 6/1 - 6/30/21 PUBLIC SAFETY	PUBLIC SAFETY BLDG	335.50
	THYSSENKRUPP ELEVATOR	ELEVATOR MAINT 6/1-6/30-21 CITY HALL	CITY HALL	335.50
149040	TIMEMARK INCORPORATE	TAPE, WEBBING, CABLE, CLAMP, END PLUGS	TRANSPORTATION	423.58
149041	TINSLEY, EDWARD	CDL PHYSICAL	SOLID WASTE OPERATIONS	92.00
149042	TOKAY SOFTWARE	SUPPORT NAVIGATOR II	WATER CROSS CNTL	530.00
149043	TOWNER, CHRISTOPHER	UB REFUND	WATER/SEWER OPERATION	28.93
149044	TRUE NORTH EQUIPMENT	RETAINER PINS/FRIGHT FOR FLEET INV.	ER&R	56.30
149045	TYLER TECHNOLOGIES	PW & PS EXECUTIME IMPLEMENTATION	UTIL ADMIN	1,110.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	1,110.00
	TYLER TECHNOLOGIES	DASHBOARD ANNUAL MAINTENANCE	COMPUTER SERVICES	2,134.32
149046	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	61.52
149047	UNITED RECYCLING	DEBRIS REMOVAL - BAXTER	NON-DEPARTMENTAL	683.64
149048	VEGA AMERICAS, INC	VEGAPULS C11, MOUNTING BRACKET	WATER FILTRATION PLANT	1,070.05
149049	VILLA, RORY	UB REFUND	WATER/SEWER OPERATION	162.62
149050	WA STATE TREASURER	PUB SAFETY & BLDG REVENUE MAY 2021	INTERGOVERNMENTAL	276.50
	WA STATE TREASURER		GENERAL FUND	45,252.55
149051	WASTE MANAGEMENT	MEDICAL WASTE DISPOSAL SERVICE	STORM DRAINAGE	131.49
149052	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	432.17
	WAXIE SANITARY SUPPLY	BLACK MIX - PARKS GARBAGE BAGS	PARK & RECREATION FAC	857.61
149053	WELSH COMMISSIONING	MEETINGS-COMMISSIONING/HVAC & LIGHTING	CAPITAL EXPENDITURES	1,728.00
149054	WESTERN SYSTEMS	ROOT DAWG NOZZLE	SEWER MAIN COLLECTION	896.26
149055	WHISTLE WORKWEAR	UNIFORM/BOOTS/RAINBOOTS - MARKHAM	PARK & RECREATION FAC	174.87
	WHISTLE WORKWEAR	PANTS/BOOTS/RUBBER BOOTS-MORGAN	PARK & RECREATION FAC	200.56
	WHISTLE WORKWEAR	PANTS/BOOTS/RUBBER BOOTS - MORGAN	PARK & RECREATION FAC	256.91
	WHISTLE WORKWEAR	UNIFORM/BOOTS/RAINBOOTS - MARKHAM	PARK & RECREATION FAC	286.56
149056	WHITE CAP CONSTRUCT	50LB BAG REPAIR JETSET	ROADWAY MAINTENANCE	37.92
149057	WIDE FORMAT COMPANY	MONTHLY CHARGE FOR JUNE 2021	UTIL ADMIN	130.07
149058	ZELINSKI, SAMUEL & A	UB REFUND	WATER/SEWER OPERATION	23.61
149059	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	53.45
	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	61.69
	ZIPLY FIBER		UTIL ADMIN	61.70
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	74.13
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	89.56

**WARRANT TOTAL: 3,421,074.87**

**LESS VOIDED CHECK #128466 CHECK LOST/DAMAGED (\$70.24)**

**REASON FOR VOIDS:**

**INITIATOR ERROR**

**WARRANT TOTAL: \$3,421,004.63**

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$3,421,004.63 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 148897 THROUGH 149059 WITH CHECK NUMBER 128466 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 **12<sup>th</sup> DAY OF JULY 2021.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 12, 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 June 30, 2021 claims in the amount of \$1,358,436.49 paid by EFT transactions and Check No.'s 149060 through 149195.**

**COUNCIL ACTION:**

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,358,436.49 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149060 THROUGH 149195**, 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 **12<sup>th</sup> DAY OF JULY 2021.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/30/2021 TO 6/30/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149060	TRIMAXX CONSTRUCTION	PAY ESTIMATE #2	GMA-PARKS	601,938.31
149061	PREMERA BLUE CROSS	CLAIMS PAID 6/20 - 6/26/21	MEDICAL CLAIMS	69,332.67
149062	*AL'S TRUCK*	COUPLER MALE/FEMALE, ADAPTERS, ASSY	MAINT OF GENL PLANT	110.18
149063	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	100.00
149064	ACLARA TECHNOLOGIES	SERIES 3420 WATER MTU'S	WATER SERVICE INSTALL	71,980.61
149065	AMAZON CAPITAL	CALCULATOR RIBBON	FINANCE-GENL	4.93
	AMAZON CAPITAL	STICKY NOTES	FINANCE-GENL	8.73
	AMAZON CAPITAL	STOPWATCH	RECREATION SERVICES	15.29
	AMAZON CAPITAL	METAL DISTRIBUTION D RINGS	COMPUTER SERVICES	38.91
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	49.17
	AMAZON CAPITAL		POLICE INVESTIGATION	51.43
	AMAZON CAPITAL	VERILUX SMART LIGHT-EYE STRAIN	COMMUNITY	54.64
	AMAZON CAPITAL	PAPER CUTTER	COMPUTER SERVICES	62.08
	AMAZON CAPITAL	DELL BLUETOOTH MOUSE, FILE JACKETS	FINANCE-GENL	68.02
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	72.12
	AMAZON CAPITAL	TRUCK HITCH STEP	ROADWAY MAINTENANCE	83.06
	AMAZON CAPITAL	INMATE MEALS	DETENTION & CORRECTION	93.48
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	96.95
	AMAZON CAPITAL	UNIFORM POUCH	POLICE PATROL	169.80
	AMAZON CAPITAL	PHONE WALL MOUNTS	IS REPLACEMENT ACCOUNTS	203.28
	AMAZON CAPITAL	3 WIRELESS KEYBOARD AND MOUSE SET	COMMUNITY	245.46
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	309.19
	AMAZON CAPITAL	SANDPAPER GRIP	POLICE PATROL	327.60
	AMAZON CAPITAL	SURFACE PRO PEN	COMPUTER SERVICES	531.58
149066	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	40.66
	AMERICAN CLEANERS		DETENTION & CORRECTION	41.15
	AMERICAN CLEANERS		POLICE ADMINISTRATION	114.28
149067	ANDERSON, KRISTEN	PROTEM SERVICE 6/17/21	MUNICIPAL COURTS	185.00
	ANDERSON, KRISTEN	PROTEM SERVICES 6/7 - 6/9/21 & 6/11/21	MUNICIPAL COURTS	1,480.00
149068	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
	ARAMARK UNIFORM	LINEN SERVICE - OPERA HOUSE	OPERA HOUSE	112.14
	ARAMARK UNIFORM		OPERA HOUSE	118.50
	ARAMARK UNIFORM		OPERA HOUSE	118.50
	ARAMARK UNIFORM		OPERA HOUSE	394.81
149069	ARLINGTON MACHINE &	HANDLES FOR VACTOR	WATER DIST MAINS	273.00
149070	BANK OF AMERICA	TESTING FEE'S	POLICE PATROL	350.00
149071	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 6/7 - 6/14/21	UTILITY BILLING	1,883.08
	BILLING DOCUMENT SPE	BILL PRINTING 6/16 - 6/21/21	UTILITY BILLING	2,052.57
149072	BLUE MARBLE ENV	MULTIFAMILY CLEAN RECYCLING PROJECT	SOLID WASTE OPERATIONS	5,801.52
149073	BLUETARP FINANCIAL	PAVING BREAKER	ROADWAY MAINTENANCE	2,970.77
149074	BRUTUS ASSOCIATES	UB REFUND - 15223 51ST AVE NE 98271	WATER/SEWER OPERATION	200.75
149075	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	GENL GVRNMNT SERVICES	45.00
149076	CARDWELL, IRATXE	INTERPRETER SERVICE 1A0056183	COURTS	100.00
149077	CASCADE NATURAL GAS	NATURAL GAS 5/14-6/15/21	WATER FILTRATION PLANT	440.84
149078	CENTRAL WELDING SUPP	MICOR FLEX LATEX GLOVES	ER&R	1,426.37
149079	COASTAL FARM & HOME	UNIFORM REPLACEMENT - HUDON	GENERAL	122.36
149080	CODE PUBLISHING	ORDINANCE 3168, 3182, 3183, NEW PAGES	CITY CLERK	389.30
149081	COONS, DAVID & WHITN	UB REFUND	WATER/SEWER OPERATION	250.93
149082	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/30/2021 TO 6/30/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149082	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE INVESTIGATION	265.77
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
149083	CORE & MAIN LP	GATE VALVES-BO REPAIR	WATER DIST MAINS	758.28
149084	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	248.00
149085	COUNTRY GREEN TURF	TURF-OLYMPIC VIEW	PARK & RECREATION FAC	31.45
	COUNTRY GREEN TURF	TURF - OLYMPIC VIEW	PARK & RECREATION FAC	62.90
149086	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	21.03
149087	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA-PARKS	189.20
	DAILY JOURNAL OF COM	PICKLEBALL 6/10 & 6/17/21	GMA-PARKS	597.70
149088	DANNER, JEREMY	UB REFUND	WATER/SEWER OPERATION	33.54
149089	DAY & NITE PLUMBING	REFUND MECHANICAL PERMIT	NON-BUS LICENSES AND	70.00
149090	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	955.44
149091	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	182.37
149092	DMH INDUSTRIAL	SUNNYSIDE PUMP #2 REBUILD	SEWER LIFT STATION	2,053.26
149093	DOBBS PETERBILT	SILVERBACK 3030 SPRING BRAKE	ER&R	155.03
149094	E&E LUMBER	RETURN 1 DOUGLAS FIR	SIDEWALK MAINTENANCE	-3.63
	E&E LUMBER	MISC FASTENERS #M011	WATER DIST MAINS	4.77
	E&E LUMBER	MISC. FASTENERS	UTIL ADMIN	5.22
	E&E LUMBER	PAINT/ PAINTER	ROADSIDE VEGETATION	20.94
	E&E LUMBER	PRIVACY KNOB FOR SANITATION RESTROOM	SOLID WASTE OPERATIONS	26.22
	E&E LUMBER	PIPE, COUPLING, PRIMER, ADAPTERS	PARK & RECREATION FAC	52.89
	E&E LUMBER	TORCH BLADE, FASTENERS, NUT DRIVERS	PARK & RECREATION FAC	66.72
	E&E LUMBER	TAPE, NAILS, DOUGLAS FIR	SIDEWALK MAINTENANCE	168.15
	E&E LUMBER	REPAIR ITEMS FOR STRAWBERRY FIELD	PARK & RECREATION FAC	236.53
149095	EAST JORDAN IRON WORKS	REPLACEMENT BOLT DOWN GRATES	STORM DRAINAGE	367.44
149096	ECOLOGY, DEPT. OF	INTERIOR PACIFIC PROJECT	NON-DEPARTMENTAL	1,996.32
149097	EVERETT TIRE & AUTO	TIRES FLEET INVENTORY	ER&R	795.67
149098	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	912.60
149099	EVERETT, CITY TREAS	WATER FILTRATION SERVICE 4/30-5/28/21	SOURCE OF SUPPLY	225,190.50
149100	FASTENAL COMPANY	BOND SEAL	PARK & RECREATION FAC	27.96
149101	FEDEX	DIRECT SIGN, PPD ALPHA TECHNOLOGIES	TRANSPORTATION	55.33
149102	FLORIAN, ADRIAN	INTERPRETER SERVICE	COURTS	100.00
149103	FOREMOST PROMOTIONS	GOODY BAG SUPPLIES	CRIME PREVENTION	201.63
149104	GALLS, LLC	UNIFORM - SCAIRPON	POLICE ADMINISTRATION	5.52
	GALLS, LLC		POLICE ADMINISTRATION	97.05
	GALLS, LLC		POLICE ADMINISTRATION	122.40
	GALLS, LLC	TACTICAL EAR GADGET MOLD	DETENTION & CORRECTION	216.03
	GALLS, LLC	UNIFORM - NEW HIRE	POLICE PATROL	289.11
	GALLS, LLC	UNIFORM - MYKLEBY	DETENTION & CORRECTION	320.61
	GALLS, LLC	UNIFORM - LAWLESS	POLICE ADMINISTRATION	429.40
	GALLS, LLC	UNIFORM - GIBBS	DETENTION & CORRECTION	578.14
149105	GOVCONNECTION INC	PRINTER FOR STILLY/SUNNYSIDE	WATER FILTRATION PLANT	302.76
	GOVCONNECTION INC		SUNNYSIDE FILTRATION	302.76
	GOVCONNECTION INC	GFI LANGUARD LICENSES	COMPUTER SERVICES	400.69
149106	GRAINGER	HEX NUT - GOODWIN HYPO SYSTEM	PUMPING PLANT	5.65
	GRAINGER	CLAMPS/PIPES - GOODWIN HYPO SYSTEM	PUMPING PLANT	71.27
149107	GRAYBAR ELECTRIC CO	CYCLONE LIGHTING	STREET LIGHTING	5,310.29
149108	GREEN DOT CONCRETE	CONCRETE MIX Item 4 - 4	SIDEWALK MAINTENANCE	214.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/30/2021 TO 6/30/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149109	GREEN, EDWARD & CARO	UB REFUND - 4404 148TH ST NE	GARBAGE	25.33
149110	GREENHAUS PORTABLE	PORTABLE RESTROOM-CEDARCREST	RECREATION SERVICES	205.00
	GREENHAUS PORTABLE	PORTABLE RESTROOM-MPHS	RECREATION SERVICES	390.00
149111	GRIFFEN, CHRIS	PROFESSIONAL SERVICE	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
149112	GRIFFIN, STEVE & RHO	UB REFUND	WATER/SEWER OPERATION	86.76
149113	HARBOR FREIGHT TOOLS	CUTTERS, PLIERS, WIRE STRIPPERS	METER READING	160.56
149114	HBLE LLC	SERGEANT FLAPS	POLICE PATROL	45.05
149115	HINDES, SAMANTHA	REFUND - ULTIMATE SPORTS	PARKS-RECREATION	95.00
149116	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	150.00
149117	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	40.92
	J. THAYER COMPANY		WATER DIST MAINS	437.43
149118	JOHNSON, MARTIN J	UB REFUND	GARBAGE	246.52
149119	KEY BANK	CORRECT 4/9/21 FLEX FUND DEPOSIT	GENERAL FUND	2,669.81
	KEY BANK	CORRECT 5/10/21 FLEX FUND DEPOSIT	GENERAL FUND	2,669.81
149120	KING, SHERRY JO	PROTEM SERVICE 6/7/21	MUNICIPAL COURTS	370.00
149121	KOEHN, DANIELLE & WI	UB REFUND	WATER/SEWER OPERATION	104.48
149122	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	100.00
149123	L N CURTIS & SONS	AMMO RELATED	POLICE TRAINING-FIREARMS	961.84
149124	LAMBERTI, JOANNE	UB REFUND	WATER/SEWER OPERATION	30.33
149125	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	230.00
149126	LASTING IMPRESSIONS	T-SHIRTS FOR VOLLEYBALL CAMP	RECREATION SERVICES	381.73
	LASTING IMPRESSIONS	T-SHIRTS FOR TRACK CAMP	RECREATION SERVICES	394.66
	LASTING IMPRESSIONS	MESH CAPS, EMBROIDERED LOGO HATS	ER&R	1,113.55
149127	LEE, JILL	REFUND BARN RENTAL	PARKS-RECREATION	125.00
149128	LENNAR NORTHWEST INC	UB REFUND - 3849 85TH AVE NE 98270	GARBAGE	36.64
149129	LINDGREN, CONNER	UB REFUND	WATER/SEWER OPERATION	108.27
149130	LOWES HIW INC	WATCHDOG CONTROL VALVE SUMP PUMP	WATER RESERVOIRS	43.54
149131	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	162.50
149132	MARYSVILLE PRINTING	BUSINESS CARDS - BELL	UTIL ADMIN	122.88
	MARYSVILLE PRINTING	PRINTING SERVICE	DETENTION & CORRECTION	549.20
	MARYSVILLE PRINTING		POLICE PATROL	1,000.00
149133	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	291.66
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,177.44
149134	MERIDIAN CENTER ELEC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	65.00
149135	MIZELL, TARA	MURAL FOR CIVIC CENTER	CAPITAL EXPENDITURES	197.31
149136	MURPHY, CHRISTINE &	UB REFUND	WATER/SEWER OPERATION	67.39
149137	NAPA AUTO PARTS	SENSOR FOR #S003	EQUIPMENT RENTAL	39.42
	NAPA AUTO PARTS	FILTERS - FLEET INVENTORY	ER&R	510.73
149138	NATIONAL BARRICADE	DRIVE RIVETS/CORNER BOLTS	GMA-PARKS	36.24
149139	NAVIA BENEFIT	FLEXPLAN FEES - APRIL	PERSONNEL ADMINISTRATION	149.40
	NAVIA BENEFIT	FLEXPLAN FEES - MARCH	PERSONNEL ADMINISTRATION	149.40
	NAVIA BENEFIT	FLEXPLAN FEES - MAY	PERSONNEL ADMINISTRATION	149.40
149140	NORTH COAST ELECTRIC	HOFF MS SHROUD-ASH AVE/KELLOGG	SEWER LIFT STATION	252.68
	NORTH COAST ELECTRIC		WATER DIST MAINS	252.68
149141	NORTH COUNTY OUTLOOK	FIREWORKS ADVERTISEMENT	EXECUTIVE ADMIN	375.00
149142	NORTHWEST HYDRAULIC	WATERSHED PLANNING SERVICE 5/31/21	STORM DRAINAGE	12,730.75
149143	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	5.45
	OFFICE DEPOT		POLICE PATROL	7.63
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	14.98
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	18.57
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	41.29
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	46.66
	OFFICE DEPOT		POLICE PATROL	47.63
	OFFICE DEPOT		COMMUNITY	50.79
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	53.66
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	55.72
	OFFICE DEPOT	SUPPLIES	DETENTION & CORRECTION	60.94

**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>
149143	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	61.26
	OFFICE DEPOT		COMMUNITY	64.09
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	67.10
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	84.36
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	99.73
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	104.91
	OFFICE DEPOT		COMMUNITY	112.29
	OFFICE DEPOT		POLICE PATROL	130.05
	OFFICE DEPOT		POLICE PATROL	144.23
	OFFICE DEPOT	SUPPLIES	POLICE INVESTIGATION	150.78
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	158.00
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	159.24
	OFFICE DEPOT	OFFICE SUPPLY	UTILITY BILLING	268.44
	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	360.62
149144	OUIMET, IAN	UB REFUND	WATER/SEWER OPERATION	220.34
149145	OWEN EQUIPMENT	SWEEPER PARTS	EQUIPMENT RENTAL	4,490.11
149146	PAC-VAN INC.	STORAGE, RECOVERY FEE	PARK & RECREATION FAC	110.67
149147	PACIFIC GOLF & TURF	BELT-PARKS W024, SHIPPING FEE	SMALL ENGINE SHOP	279.48
	PACIFIC GOLF & TURF	TIRES - W024	SMALL ENGINE SHOP	433.56
149148	PACIFIC RIDGE HOMES	REFUND SEPA REVIEW FEE	COMMUNITY DEVELOPMENT	1,000.00
149149	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
149150	PARK, MATTHEW	UB REFUND	WATER/SEWER OPERATION	53.91
149151	PAVISH, EDYTHE		WATER/SEWER OPERATION	105.50
149152	PEACE OF MIND	MEETING MINUTES 6/7 WS & 6/14/21	CITY CLERK	278.80
149153	PEASLEE, ARTHUR	ELECTRICAL LICENSE RENEWAL	UTIL ADMIN	137.90
149154	PILCHUCK RENTALS	BARRETTO STUMP GRINDER	SIDEWALK MAINTENANCE	845.65
149155	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-12.72
	POLICE & SHERIFFS PR		POLICE PATROL	150.93
149156	POSTAL SERVICE	POSTAGE FOR MACHINE	COMPUTER SERVICES	2.25
	POSTAL SERVICE		EXECUTIVE ADMIN	29.87
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	35.62
	POSTAL SERVICE		COMMUNITY	36.31
	POSTAL SERVICE		PARK & RECREATION FAC	56.87
	POSTAL SERVICE		MUNICIPAL COURTS	204.98
	POSTAL SERVICE		UTIL ADMIN	248.22
	POSTAL SERVICE		LEGAL-GENL	279.34
	POSTAL SERVICE		UTILITY BILLING	949.16
	POSTAL SERVICE		FINANCE-GENL	2,157.38
149157	PREMIER GOLF CENTERS	MANAGEMENT SERV-JULY GOLF COURSE	GOLF ADMINISTRATION	9,016.15
149158	PUD	ACCT #205136245	SEWER LIFT STATION	18.02
	PUD	ACCT #202031134	PUMPING PLANT	18.32
	PUD	ACCT #202461034	UTIL ADMIN	18.36
	PUD	ACCT #202461026	MAINT OF GENL PLANT	19.28
	PUD	ACCT #201672136	SEWER LIFT STATION	20.40
	PUD	ACCT #202012589	PARK & RECREATION FAC	24.58
	PUD	ACCT #201668043	PARK & RECREATION FAC	27.23
	PUD	ACCT #202476438	SEWER LIFT STATION	28.74
	PUD	ACCT #202499489	COMMUNITY EVENTS	29.60
	PUD	ACCT #202794657	TRANSPORTATION	33.46
	PUD	ACCT #202368551	PARK & RECREATION FAC	36.09
	PUD	ACCT #202694337	TRANSPORTATION	37.11
	PUD	ACCT #203005160	STREET LIGHTING	42.24
	PUD	ACCT #220761803	OPERA HOUSE	44.32
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	46.17
	PUD	ACCT #200571842	TRANSPORTATION	48.58
	PUD	ACCT #202288585	TRANSPORTATION	54.05
	PUD	ACCT # 222772634	TRANSPORTATION	56.52

**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>
149158	PUD	ACCT #203199732	TRANSPORTATION	57.51
	PUD	ACCT #203430897	STREET LIGHTING	58.10
	PUD	ACCT #202368544	TRANSPORTATION	60.67
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	61.24
	PUD	ACCT #200790061	PARK & RECREATION FAC	66.23
	PUD	ACCT #202000329	PARK & RECREATION FAC	76.71
	PUD	ACCT #200625382	SEWER LIFT STATION	80.17
	PUD	ACCT #200084036	TRANSPORTATION	86.35
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	94.52
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	109.80
	PUD	ACCT #220761175	OPERA HOUSE	118.02
	PUD	ACCT #203223458	PARK & RECREATION FAC	128.12
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	149.45
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	165.81
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	166.15
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	167.72
	PUD	ACCT #201247699	STREET LIGHTING	194.28
	PUD	ACCT #200070449	TRANSPORTATION	200.16
	PUD	ACCT #200223857	PARK & RECREATION FAC	217.90
	PUD	ACCT #201021607	PARK & RECREATION FAC	260.11
	PUD	ACCT #201065281	PARK & RECREATION FAC	279.93
	PUD	ACCT #220824148	WASTE WATER TREATMENT	586.69
	PUD	ACCT #201147253	PUMPING PLANT	712.97
	PUD	ACCT #200586485	SEWER LIFT STATION	796.59
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,098.27
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,185.05
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,448.80
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,205.58
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,219.58
	PUD	ACCT #201577921	PUMPING PLANT	6,158.40
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,211.19
	PUD	ACCT #202075008	WASTE WATER TREATMENT	14,205.18
	PUD	ACCT #201721180	WASTE WATER TREATMENT	23,765.51
149159	PUGET SOUND SECURITY	KEYS	POLICE PATROL	17.38
149160	REECE TRUCKING	TOP SOIL	SIDEWALK MAINTENANCE	229.32
149161	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	10.91
149162	SAFeway INC.	ONGOING SUPPLIES	EXECUTIVE ADMIN	11.45
149163	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	19.64
149164	SAFeway INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	38.92
149165	SAFeway INC.	ASSESSOR'S SUPPLIES	POLICE ADMINISTRATION	47.27
149166	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	73.36
149167	SAFeway INC.	FAMILY SUPPORT MEETING	EXECUTIVE ADMIN	141.64
149168	SCCIT	2021 SCCIT MEMBERSHIP - LAYCOCK	ENGR-GENL	500.00
149169	SCOTT, DANIELLE	UB REFUND	WATER/SEWER OPERATION	24.48
149170	SHI INTERNATIONAL	ADOBE ACROBAT LICENSE	POLICE ADMINISTRATION	32.72
	SHI INTERNATIONAL		POLICE ADMINISTRATION	32.73
149171	SHRED-IT US	MONTHLY SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US	RECORD DESTRUCTION	PROBATION	33.58
	SHRED-IT US		MUNICIPAL COURTS	100.76
149172	SNO CO TREASURER	INMATE MEDICATIONS FOR MAY	DETENTION & CORRECTION	8,385.27
149173	SOUND PUBLISHING	PUB. OF ORDINANCE 3184, 3185, 3186	CITY CLERK	60.20
149174	SOUND PUBLISHING		CITY CLERK	77.00
149175	SOUND PUBLISHING	LEGAL ADVERTISEMENT	ENGR-GENL	98.00
149176	SOUND PUBLISHING	EVERETT HERALD - POOCHELLA	OPERA HOUSE	211.25
149177	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA-PARKS	215.60
149178	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	645.40
149179	SOUND SAFETY	UNIFORM REPLACEMENT - TINSLEY	SOLID WASTE OPERATIONS	218.44
149180	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	26.77

**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>
149180	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	74.96
	STAPLES		PERSONNEL ADMINISTRATION	80.71
	STAPLES		COMMUNITY CENTER	122.71
	STAPLES		MUNICIPAL COURTS	377.22
149181	STATE AUDITORS OFFIC	AUDIT PERIOD 2020	UTIL ADMIN	1,385.47
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	1,385.48
149182	STRATEGIES 360	SERVICE FOR APRIL/MAY 2021	GENERAL	7,500.00
	STRATEGIES 360		WASTE WATER TREATMENT	7,500.00
	STRATEGIES 360		UTIL ADMIN	10,000.00
149183	STRICKFADEN, GARY	UB REFUND	GARBAGE	10.52
149184	SUBURBAN PROPANE	TANK RENTAL	PARK & RECREATION FAC	65.58
149185	SUNNYSIDE NURSERY	2021 HANGING BASKETS	PARK & RECREATION FAC	11,948.68
149186	TIPPRO LLC	UB REFUND - 3627 152ND ST NE 98271	WATER/SEWER OPERATION	116.97
149187	TYLER TECHNOLOGIES	PW/PS EXECUTIME IMPLEMENTATION	UTIL ADMIN	740.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	740.00
149188	UNITED PARCEL SERVICE	SHIPPING	POLICE PATROL	44.63
149189	VANDERWALKER,M	MILEAGE	POLICE ADMINISTRATION	62.17
149190	WASHINGTON ENERGY SV	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
149191	WASTE MANAGEMENT	YARD WASTE/RECYCLING FOR JUNE 2021	RECYCLING OPERATION	148,156.78
149192	WET RABBIT EXPRESS	CAR WASHES	DEVELOPMENT SERVICES	6.50
	WET RABBIT EXPRESS		POLICE PATROL	240.50
149193	WHATCOM COUNTY	NW MINI CHAIN	DETENTION & CORRECTION	10,718.00
149194	WHITE CAP CONSTRUCT	MESH STAPLE, JUTE MESH	PARK & RECREATION FAC	153.75
149195	ZIPLY FIBER	LOCAL/LD	CITY CLERK	10.16
	ZIPLY FIBER		CRIME PREVENTION	10.16
	ZIPLY FIBER		PROPERTY TASK FORCE	10.16
	ZIPLY FIBER		SOLID WASTE CUSTOMER	10.16
	ZIPLY FIBER		GOLF ADMINISTRATION	10.16
	ZIPLY FIBER		PURCHASING/CENTRAL	10.16
	ZIPLY FIBER		FACILITY MAINTENANCE	10.16
	ZIPLY FIBER		YOUTH SERVICES	20.32
	ZIPLY FIBER		WATER QUAL TREATMENT	30.48
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	40.64
	ZIPLY FIBER		PARK & RECREATION FAC	40.64
	ZIPLY FIBER		LEGAL-GENL	40.64
	ZIPLY FIBER		GENERAL	40.64
	ZIPLY FIBER		STORM DRAINAGE	40.64
	ZIPLY FIBER	FRONTIER POTS LINES	CITY HALL	50.68
	ZIPLY FIBER		POLICE ADMINISTRATION	50.69
	ZIPLY FIBER		POLICE PATROL	50.69
	ZIPLY FIBER		COMMUNICATION CENTER	50.69
	ZIPLY FIBER		UTILITY BILLING	50.69
	ZIPLY FIBER		GENERAL	50.69
	ZIPLY FIBER		GOLF ADMINISTRATION	50.69
	ZIPLY FIBER	LOCAL/LD	LEGAL - PROSECUTION	50.80
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	50.80
	ZIPLY FIBER		EQUIPMENT RENTAL	50.80
	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	53.45
	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	59.53
	ZIPLY FIBER	LOCAL/LD	UTILITY BILLING	60.96
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	PHONE DEERING WILDFLOWER 6/13-7/12/21	PARK & RECREATION FAC	61.89
	ZIPLY FIBER	LOCAL/LD	COMPUTER SERVICES	71.06
	ZIPLY FIBER		RECREATION SERVICES	71.12
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	74.13
	ZIPLY FIBER	LOCAL/LD	FINANCE-GENL	81.28
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	88.06
	ZIPLY FIBER	LOCAL/LD	EXECUTIVE ADMIN	91.44

**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>
149195	ZIPLY FIBER	LOCAL/LD	POLICE INVESTIGATION	91.44
	ZIPLY FIBER	FRONTIER POTS LINES	COMMUNITY	101.38
	ZIPLY FIBER		DETENTION & CORRECTION	101.38
	ZIPLY FIBER		OFFICE OPERATIONS	101.38
	ZIPLY FIBER		COMMUNITY CENTER	101.38
	ZIPLY FIBER		GOLF ADMINISTRATION	101.38
	ZIPLY FIBER	LOCAL/LD	POLICE ADMINISTRATION	101.60
	ZIPLY FIBER		OFFICE OPERATIONS	101.60
	ZIPLY FIBER		WASTE WATER TREATMENT	101.60
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	108.02
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	108.65
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	110.66
	ZIPLY FIBER	LOCAL/LD	MUNICIPAL COURTS	111.76
	ZIPLY FIBER		DETENTION & CORRECTION	162.55
	ZIPLY FIBER		UTIL ADMIN	162.55
	ZIPLY FIBER		COMMUNITY	162.56
	ZIPLY FIBER	FRONTIER POTS LINES	RECREATION SERVICES	202.75
	ZIPLY FIBER	LOCAL/LD	ENGR-GENL	213.35
	ZIPLY FIBER	FRONTIER POTS LINES	WASTE WATER TREATMENT	253.44
	ZIPLY FIBER		UTIL ADMIN	253.44
	ZIPLY FIBER	LOCAL/LD	POLICE PATROL	477.50
<b>WARRANT TOTAL:</b>				<b><u>1,358,436.49</u></b>

Reason For Voids:

Initiator Error

Check Lost/Damaged

Warrant Total:


**\$1,358,436.49**

# *Index #5*



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

**CITY COUNCIL MEETING DATE: July 12, 2021**

<b>AGENDA ITEM:</b>	
Contract Award – LID Improvements for Cedar Avenue	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Adam Benton, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Vicinity Map, Public Works Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.563000, D2101	\$1,751,477.30
<b>SUMMARY:</b>	

The LID Improvements for Cedar Avenue project will include the construction of Low Impact Development facilities (bioretention areas, permeable pavers), construction of additional roadway improvements (bulb-outs) and replacement of approximately 70 linear feet of existing cast iron water main pipe between 1<sup>st</sup> Street and 4<sup>th</sup> Street. The project will also install pedestrian lighting, two RRFBs, landscaping and revised channelization between 4<sup>th</sup> Street and 5<sup>th</sup> Street.

The project is funded in part by Washington State Department of Ecology funds.

The project was advertised for a June 24, 2021 bid opening. The City received 4 bids as shown on the attached bid tabulation. The lowest bidder submitted an incomplete bid package, which was therefore considered non-responsive. As such, SRV Construction, Inc., with a bid of \$1,592,252.09, was identified as the low bidder. The engineer's estimate is \$1,200,000.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,592,252.09
<u>Management Reserve:</u>	<u>\$159,225.21</u>
Total:	\$1,751,477.30
<u>Department of Ecology Funds:</u>	<u>\$1,188,719.29</u>
Total Construction Cost to the City (D2101):	\$403,532.80

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the LID Improvements for Cedar Avenue project contract with SRV Construction, Inc. in the amount of \$1,592,252.09 and approve a management reserve of \$159,225.21 for a total allocation of \$1,751,477.30.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the LID Improvements for Cedar Avenue project contract with SRV Construction, Inc. in the amount of \$1,592,252.09, and approve a management reserve of \$159,225.21, for a total allocation of \$1,751,477.30.



## LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

**40250594.563000.D2101 LID IMPROVEMENTS FOR CEDAR AVENUE  
SCHEDULE A - WATER MAIN IMPROVEMENTS BID**

Section	Item	Description	Quantity	Units	Engineer's Estimate		Colacurcio Brothers, Inc.		Incomplete Bid Larry Brown Construction, Inc.		Apparent Low Bid SRV Construction, Inc.		Granite Construction Co.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	100	MINOR CHANGE	FA	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2-09.5	101	LOCATE EXISTING UTILITIES	LS	1.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$485.00	\$485.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
2-09.5	102	POTHOLE	EA	4.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$510.00	\$2,040.00	\$250.00	\$1,000.00	\$750.00	\$3,000.00
7-08.5	103	TRENCH EXCAVATION SAFETY SYSTEMS	LS	1.00	\$1,000.00	\$1,000.00	\$580.00	\$580.00	\$100.00	\$100.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
7-08.5	104	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	50.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$18.85	\$942.50	\$23.50	\$1,175.00	\$34.00	\$1,700.00
7-08.5	105	REMOVAL OF UNSUITABLE MATERIAL (TRENCH)	CY	5.00	\$50.00	\$250.00	\$100.00	\$500.00	\$25.00	\$125.00	\$52.00	\$260.00	\$188.00	\$940.00
7-09.5	106	DI PIPE FOR WATER MAIN, 6 IN. DIAM., CLASS 52	LF	40.00	\$100.00	\$4,000.00	\$130.00	\$5,200.00	\$112.50	\$4,500.00	\$147.00	\$5,880.00	\$172.00	\$6,880.00
7-09.5	107	DI PIPE FOR WATER MAIN, 12 IN. DIAM., CLASS 52	LF	70.00	\$130.00	\$9,100.00	\$150.00	\$10,500.00	\$170.15	\$11,910.50	\$192.00	\$13,440.00	\$230.00	\$16,100.00
7-09.5	108	CONNECTION TO EXISTING WATER MAIN	EA	2.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$3,190.00	\$6,380.00	\$3,850.00	\$7,700.00	\$3,200.00	\$6,400.00
7-09.5	109	ADDITIONAL DUCTILE IRON FITTINGS	LB	200.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00	\$3.00	\$600.00	\$13.00	\$2,600.00	\$6.50	\$1,300.00
7-12.5	110	GATE VALVE, 12 IN.	EA	1.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$2,855.00	\$2,855.00	\$2,550.00	\$2,550.00	\$5,000.00	\$5,000.00
7-12.5	111	ADJUST VALVE BOX	EA	7.00	\$500.00	\$3,500.00	\$800.00	\$5,600.00	\$550.00	\$3,850.00	\$650.00	\$4,550.00	\$1,000.00	\$7,000.00
7-14.5	112	FIRE HYDRANT ASSEMBLY	EA	1.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$6,125.00	\$6,125.00	\$7,250.00	\$7,250.00	\$11,800.00	\$11,800.00
7-15.5	113	SEVICE CONNECTION, 1 IN. DIAM.	EA	2.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00	\$720.00	\$1,440.00	\$2,450.00	\$4,900.00	\$2,500.00	\$5,000.00
7-15.5	114	SERVICE PIPE, 1 IN. DIAM., CLASS 52	LF	65.00	\$40.00	\$2,600.00	\$50.00	\$3,250.00	\$39.70	\$2,580.50	\$16.00	\$1,040.00	\$90.00	\$5,850.00
<b>SCHEDULE A BID</b>						<b>\$53,850.00</b>		<b>\$55,930.00</b>		<b>\$48,933.50</b>		<b>\$58,845.00</b>		<b>\$80,470.00</b>
<b>SALES TAX (9.3%)</b>						<b>\$5,008.05</b>		<b>\$5,201.49</b>		<b>\$4,550.82</b>		<b>\$5,472.59</b>		<b>\$7,483.71</b>
<b>SCHEDULE A TOTAL</b>						<b>\$58,858.05</b>		<b>\$61,131.49</b>		<b>\$53,484.32</b>		<b>\$64,317.59</b>		<b>\$87,953.71</b>

6/24/2021

**SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID**

Section	Item	Description	Quantity	Units	Engineer's Estimate		Colacurcio Brothers, Inc.		Incomplete Bid Larry Brown Construction, Inc.		Apparent Low Bid SRV Construction, Inc.		Granite Construction Co.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4(1)	200	MINOR CHANGES	FA	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
1-05.4(2)	201	SURVEY	LS	1.00	\$12,000.00	\$12,000.00	\$17,500.00	\$17,500.00	\$21,345.00	\$21,345.00	\$13,400.00	\$13,400.00	\$15,000.00	\$15,000.00
1-05.18	202	RECORD DRAWINGS (MIN. BID \$500)	LS	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
1-07.15(1)	203	SPCC PLAN	LS	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$485.00	\$485.00	\$225.00	\$225.00	\$500.00	\$500.00
1-07.18(6)	204	RAILROAD COORDINATION AND FLAGGING	FA	1.00	\$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
1-09.7	205	MOBILIZATION, CLEANUP AND DEMOBILIZATION	LS	1.00	\$100,000.00	\$100,000.00	\$130,000.00	\$130,000.00	\$94,100.00	\$94,100.00	\$189,500.00	\$189,500.00	\$195,000.00	\$195,000.00
1-10.5	206	PROJECT TEMPORARY TRAFFIC CONTRIL	LS	1.00	\$40,000.00	\$40,000.00	\$267,000.00	\$267,000.00	\$97,800.00	\$97,800.00	\$120,000.00	\$120,000.00	\$269,000.00	\$269,000.00
2-01.5	207	CLEARING AND GRUBBING	LS	1.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$4,400.00	\$4,400.00	\$950.00	\$950.00	\$2,000.00	\$2,000.00
2-02.5	208	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$55,000.00	\$55,000.00	\$60,000.00	\$60,000.00	\$66,500.00	\$66,500.00	\$42,000.00	\$42,000.00	\$56,000.00	\$56,000.00
2-03.5	209	EXCAVATION, EMBANKMENT AND GRADING, INCL. HAUL	CY	870.00	\$50.00	\$43,500.00	\$33.00	\$28,710.00	\$36.20	\$31,494.00	\$32.50	\$28,275.00	\$43.00	\$37,410.00
2-03.5	210	GRAVEL BORROW, INCL. HAUL	TON	280.00	\$25.00	\$7,000.00	\$33.00	\$9,240.00	\$33.05	\$9,254.00	\$32.00	\$8,960.00	\$53.00	\$14,840.00
2-03.5	211	UNSUITABLE FOUNDATION EXCAVATION, INCL. HAUL	CY	20.00	\$50.00	\$1,000.00	\$48.00	\$960.00	\$25.00	\$500.00	\$36.00	\$720.00	\$119.00	\$2,380.00
2-09.5	212	LOCATE EXISTING UTILITIES	LS	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,015.00	\$1,015.00	\$2,900.00	\$2,900.00	\$2,250.00	\$2,250.00
2-09.5	213	POTHOLE	EA	4.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$510.00	\$2,040.00	\$500.00	\$2,000.00	\$750.00	\$3,000.00





## LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID				Engineer's Estimate		Colacurcio Brothers, Inc.		Incomplete Bid Larry Brown Construction, Inc.		Apparent Low Bid SRV Construction, Inc.		Granite Construction Co.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
4-04.5	214	CRUSHED SURFACING TOP COURSE	TON	600.00	\$35.00	\$21,000.00	\$31.50	\$18,900.00	\$44.15	\$26,490.00	\$44.50	\$26,700.00	\$42.00	\$25,200.00
4-04.5	215	STORAGE BED GRAVEL	TON	120.00	\$35.00	\$4,200.00	\$56.00	\$6,720.00	\$73.45	\$8,814.00	\$52.00	\$6,240.00	\$70.00	\$8,400.00
4-04.5	216	CHOKER GRAVEL COURSE	TON	60.00	\$40.00	\$2,400.00	\$57.00	\$3,420.00	\$37.00	\$2,220.00	\$74.00	\$4,440.00	\$70.00	\$4,200.00
4-04.5	217	SAND FOR TREATMENT	TON	90.00	\$40.00	\$3,600.00	\$57.00	\$5,130.00	\$69.80	\$6,282.00	\$60.30	\$5,427.00	\$79.00	\$7,110.00
5-03.5	218	INTERLOCKING CONC. PAVERS	SF	2560.00	\$20.00	\$51,200.00	\$24.00	\$61,440.00	\$21.75	\$55,680.00	\$13.00	\$33,280.00	\$23.00	\$58,880.00
5-04.5	219	HMA CL. 1/2" PG 58H-22	TON	1280.00	\$95.00	\$121,600.00	\$125.00	\$160,000.00	\$105.50	\$135,040.00	\$108.50	\$138,880.00	\$116.00	\$148,480.00
5-04.5	220	TEMPORARY HMA	TON	50.00	\$150.00	\$7,500.00	\$230.00	\$11,500.00	\$180.00	\$9,000.00	\$132.00	\$6,600.00	\$212.00	\$10,600.00
5-04.5	221	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-04.5	222	COMPACTION PRICE ADJUSTMENT	CALC	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5-04.5	223	PLANING BITUMINOUS PAVEMENT	SY	4780.00	\$4.00	\$19,120.00	\$5.80	\$27,724.00	\$3.00	\$14,340.00	\$2.50	\$11,950.00	\$4.00	\$19,120.00
6-03.5	224	BIKE RACK, COMPLETE	EA	1.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$965.00	\$965.00	\$650.00	\$650.00	\$2,400.00	\$2,400.00
7-04.5	225	PVC STORM SEWER PIPE, 8 IN. DIAM. (INCL. BEDDING)	LF	180.00	\$30.00	\$5,400.00	\$50.00	\$9,000.00	\$50.15	\$9,027.00	\$77.50	\$13,950.00	\$72.00	\$12,960.00
7-04.5	226	CPEP STORM SEWER PIPE, 12 IN. DIAM. (INCL. BEDDING)	LF	150.00	\$60.00	\$9,000.00	\$56.00	\$8,400.00	\$55.55	\$8,332.50	\$74.00	\$11,100.00	\$79.00	\$11,850.00
7-04.5	227	CPEP STORM SEWER PIPE, 18 IN. DIAM. (INCL. BEDDING)	LF	230.00	\$90.00	\$20,700.00	\$80.00	\$18,400.00	\$77.70	\$17,871.00	\$88.75	\$20,412.50	\$101.00	\$23,230.00
7-05.5	228	CONCRETE INLET	EA	9.00	\$2,000.00	\$18,000.00	\$2,000.00	\$18,000.00	\$1,470.00	\$13,230.00	\$1,500.00	\$13,500.00	\$3,000.00	\$27,000.00
7-05.5	229	CATCH BASIN, TYPE 1	EA	3.00	\$2,000.00	\$6,000.00	\$2,500.00	\$7,500.00	\$1,980.00	\$5,940.00	\$1,700.00	\$5,100.00	\$2,800.00	\$8,400.00
7-05.5	230	CATCH BASIN, TYPE 2	EA	3.00	\$4,000.00	\$12,000.00	\$3,600.00	\$10,800.00	\$4,575.00	\$13,725.00	\$4,650.00	\$13,950.00	\$6,300.00	\$18,900.00
7-05.5	231	STORMWATER TREATMENT BASIN	EA	1.00	\$18,000.00	\$18,000.00	\$28,000.00	\$28,000.00	\$21,400.00	\$21,400.00	\$22,400.00	\$22,400.00	\$31,000.00	\$31,000.00
7-05.5	232	ADJUST CATCH BASIN	EA	3.00	\$500.00	\$1,500.00	\$900.00	\$2,700.00	\$1,115.00	\$3,345.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00
7-05.5	233	ADJUST GAS VALVE BOX	EA	2.00	\$400.00	\$800.00	\$770.00	\$1,540.00	\$590.00	\$1,180.00	\$650.00	\$1,300.00	\$800.00	\$1,600.00
7-08.5	234	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	250.00	\$20.00	\$5,000.00	\$50.00	\$12,500.00	\$18.85	\$4,712.50	\$29.00	\$7,250.00	\$34.00	\$8,500.00
7-08.5	235	REMOVAL OF UNSUITABLE MATERIAL (TRENCH)	CY	10.00	\$50.00	\$500.00	\$48.00	\$480.00	\$25.00	\$250.00	\$64.00	\$640.00	\$120.00	\$1,200.00
7-08.5	236	TRENCH EXCAVATION SAFETY SYSTEMS	LS	1.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
7-19.5	237	STORM SEWER CLEANOUT	EA	6.00	\$500.00	\$3,000.00	\$740.00	\$4,440.00	\$575.00	\$3,450.00	\$925.00	\$5,550.00	\$1,400.00	\$8,400.00
8-01.5	238	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,125.00	\$2,125.00	\$7,200.00	\$7,200.00	\$25,000.00	\$25,000.00
8-02.5	239	EX., COMPACTION & GRADING FOR BIORETENTION FACILITIES	CY	150.00	\$40.00	\$6,000.00	\$37.50	\$5,625.00	\$43.75	\$6,562.50	\$33.00	\$4,950.00	\$135.00	\$20,250.00
8-02.5	240	BIORETENTION SOIL MIX	CY	120.00	\$60.00	\$7,200.00	\$53.00	\$6,360.00	\$78.00	\$9,360.00	\$68.00	\$8,160.00	\$96.00	\$11,520.00
8-02.5	241	TOPSOIL, TYPE A	CY	50.00	\$50.00	\$2,500.00	\$73.00	\$3,650.00	\$67.00	\$3,350.00	\$73.00	\$3,650.00	\$74.00	\$3,700.00
8-02.5	242	FINE COMPOST	CY	5.00	\$80.00	\$400.00	\$245.00	\$1,225.00	\$123.00	\$615.00	\$65.00	\$325.00	\$74.00	\$370.00
8-02.5	243	BARK MULCH	CY	20.00	\$80.00	\$1,600.00	\$110.00	\$2,200.00	\$113.40	\$2,268.00	\$84.00	\$1,680.00	\$74.00	\$1,480.00
8-02.5	244	SOD INSTALLATION	SY	540.00	\$20.00	\$10,800.00	\$22.00	\$11,880.00	\$16.25	\$8,775.00	\$18.00	\$9,720.00	\$11.00	\$5,940.00
8-02.5	245	PSIPE (HEBE X CHAMPION)	EA	8.00	\$50.00	\$400.00	\$35.00	\$280.00	\$35.85	\$286.80	\$62.00	\$496.00	\$22.00	\$176.00
8-02.5	246	PSIPE (HEBE X QUICKSILVER)	EA	5.00	\$50.00	\$250.00	\$35.00	\$175.00	\$35.85	\$179.25	\$28.00	\$140.00	\$22.00	\$110.00
8-02.5	247	PSIPE (LAVANDULA ANGUSTIFOLIA 'FOLGATE')	EA	7.00	\$20.00	\$140.00	\$20.00	\$140.00	\$36.90	\$258.30	\$62.00	\$434.00	\$22.00	\$154.00
8-02.5	248	PSIPE (VIBURNUM DAVIDII)	EA	5.00	\$25.00	\$125.00	\$60.00	\$300.00	\$36.90	\$184.50	\$62.00	\$310.00	\$22.00	\$110.00
8-02.5	249	PSIPE (HEUCHERA X 'CRIMSON CURLS')	EA	12.00	\$15.00	\$180.00	\$20.00	\$240.00	\$36.90	\$442.80	\$28.00	\$336.00	\$22.00	\$264.00
8-02.5	250	PSIPE (LIATRIS SPICATA 'FLORISTAN WHITE')	EA	94.00	\$15.00	\$1,410.00	\$35.00	\$3,290.00	\$35.85	\$3,369.90	\$28.00	\$2,632.00	\$22.00	\$2,068.00
8-02.5	251	PSIPE (ARCTOSTAPHYLOS UVA-URSI)	EA	49.00	\$10.00	\$490.00	\$20.00	\$980.00	\$26.25	\$1,286.25	\$17.00	\$833.00	\$22.00	\$1,078.00
8-02.5	252	PSIPE (LYSIMACHIA NUMMULARIA 'AUREA')	EA	30.00	\$15.00	\$450.00	\$20.00	\$600.00	\$35.85	\$1,075.50	\$28.00	\$840.00	\$22.00	\$660.00
8-02.5	253	PSIPE (SEDUM HISpanicum 'PURPLE FORM')	EA	98.00	\$10.00	\$980.00	\$15.00	\$1,470.00	\$35.85	\$3,513.30	\$28.00	\$2,744.00	\$22.00	\$2,156.00
8-02.5	254	PSIPE (MISCANTHUS 'MORNING LIGHT')	EA	2.00	\$25.00	\$50.00	\$60.00	\$120.00	\$26.25	\$52.50	\$56.00	\$112.00	\$22.00	\$44.00
8-02.5	255	PSIPE (CAREX OSHIMENSIS 'EVERCOLOR EVERILLO')	EA	85.00	\$10.00	\$850.00	\$30.00	\$2,550.00	\$26.25	\$2,231.25	\$17.00	\$1,445.00	\$22.00	\$1,870.00
8-02.5	256	PSIPE (CORNUS SERICEA 'BAILEY')	EA	12.00	\$25.00	\$300.00	\$100.00	\$1,200.00	\$46.55	\$558.60	\$50.00	\$600.00	\$22.00	\$264.00
8-02.5	257	PSIPE (CORNUS SANGUINEA 'CATO')	EA	8.00	\$25.00	\$200.00	\$60.00	\$480.00	\$48.15	\$385.20	\$61.00	\$488.00	\$22.00	\$176.00
8-02.5	258	PSIPE (MONARDA 'JACOB CLINE')	EA	90.00	\$15.00	\$1,350.00	\$30.00	\$2,700.00	\$26.25	\$2,362.50	\$28.00	\$2,520.00	\$22.00	\$1,980.00





## LID Improvements for Cedar Avenue Certified Bid Tab

Certified Bid Tab

6/24/2021

SCHEDULE B - ROAD AND STORM IMPROVEMENTS BID				Engineer's Estimate		Colacurcio Brothers, Inc.		Incomplete Bid Larry Brown Construction, Inc.		Apparent Low Bid SRV Construction, Inc.		Granite Construction Co.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
8-02.5	259	PSIPE (IRIS ENSATA 'LION KING')	EA	90.00	\$15.00	\$1,350.00	\$30.00	\$2,700.00	\$26.25	\$2,362.50	\$28.00	\$2,520.00	\$22.00	\$1,980.00
8-02.5	260	PSIPE (JUNCUS EFFUSUS)	EA	180.00	\$10.00	\$1,800.00	\$20.00	\$3,600.00	\$26.25	\$4,725.00	\$17.00	\$3,060.00	\$22.00	\$3,960.00
8-02.5	261	PSIPE (CAMASSIA QUAMASH)	EA	87.00	\$10.00	\$870.00	\$30.00	\$2,610.00	\$26.25	\$2,283.75	\$18.00	\$1,566.00	\$22.00	\$1,914.00
8-02.5	262	PSIPE (CAREX OBNUPTA)	EA	87.00	\$10.00	\$870.00	\$25.00	\$2,175.00	\$26.25	\$2,283.75	\$17.00	\$1,479.00	\$22.00	\$1,914.00
8-02.5	263	ROUND SELF WATERING PLANTER	EA	10.00	\$1,000.00	\$10,000.00	\$2,400.00	\$24,000.00	\$2,000.00	\$20,000.00	\$2,575.00	\$25,750.00	\$2,200.00	\$22,000.00
8-02.5	264	INTERPRETIVE SIGN, COMPLETE	EA	1.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,260.00	\$1,260.00	\$6,200.00	\$6,200.00	\$5,800.00	\$5,800.00
8-03.5	265	IRRIGATION SYSTEM, COMPLETE	LS	1.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$31,500.00	\$31,500.00	\$34,750.00	\$34,750.00	\$56,000.00	\$56,000.00
8-04.5	266	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	LF	940.00	\$40.00	\$37,600.00	\$34.00	\$31,960.00	\$34.75	\$32,665.00	\$34.00	\$31,960.00	\$38.00	\$35,720.00
8-04.5	267	THICKENED CEMENT CONCRETE CURB AND GUTTER	LF	270.00	\$110.00	\$29,700.00	\$165.00	\$44,550.00	\$161.00	\$43,470.00	\$168.00	\$45,360.00	\$174.00	\$46,980.00
8-04.5	268	CEMENT CONCRETE BIoretention BARRIER CURB	LF	350.00	\$110.00	\$38,500.00	\$165.00	\$57,750.00	\$161.00	\$56,350.00	\$168.00	\$58,800.00	\$176.00	\$61,600.00
8-04.5	269	CEMENT CONCRETE VALLEY GUTTER	LF	170.00	\$60.00	\$10,200.00	\$70.00	\$11,900.00	\$60.95	\$10,361.50	\$62.00	\$10,540.00	\$74.00	\$12,580.00
8-04.5	270	CEMENT CONCRETE SETTling PAD SPILL CURB	LF	65.00	\$80.00	\$5,200.00	\$180.00	\$11,700.00	\$182.85	\$11,885.25	\$213.00	\$13,845.00	\$200.00	\$13,000.00
8-07.5	271	PRECAST CONCRETE BUMPER CURB	EA	2.00	\$200.00	\$400.00	\$175.00	\$350.00	\$160.00	\$320.00	\$225.00	\$450.00	\$170.00	\$340.00
8-07.5	272	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	LF	150.00	\$30.00	\$4,500.00	\$24.00	\$3,600.00	\$22.00	\$3,300.00	\$51.00	\$7,650.00	\$23.00	\$3,450.00
8-13.5	273	CAST-IN-PLACE MONUMENT	EA	2.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$2,210.00	\$4,420.00	\$1,925.00	\$3,850.00	\$850.00	\$1,700.00
8-14.5	274	CEMENT CONC. SIDEWALK	SY	1450.00	\$60.00	\$87,000.00	\$100.00	\$145,000.00	\$95.00	\$137,750.00	\$106.00	\$153,700.00	\$125.00	\$181,250.00
8-14.5	275	CEMENT CONC. CURB RAMP	EA	13.00	\$1,500.00	\$19,500.00	\$2,700.00	\$35,100.00	\$2,260.00	\$29,380.00	\$2,725.00	\$35,425.00	\$3,600.00	\$46,800.00
8-20.5	276	RRFB INSTALL. - CEDAR AVENUE AND 3RD STREET, COMPLETE	LS	1.00	\$30,000.00	\$30,000.00	\$22,000.00	\$22,000.00	\$21,000.00	\$21,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
8-20.5	277	DECORATIVE ILLUMINATION SYSTEM, COMPLETE	LS	1.00	\$105,000.00	\$105,000.00	\$180,000.00	\$180,000.00	\$166,300.00	\$166,300.00	\$161,000.00	\$161,000.00	\$162,000.00	\$162,000.00
8-20.5	278	ELECTRICAL CONNECTION FOR READER BOARD SIGN	LS	1.00	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00	\$1,900.00	\$1,900.00	\$1,150.00	\$1,150.00	\$1,100.00	\$1,100.00
8-20.5	279	FIBER OPTIC SYSTEM, COMPLETE	LS	1.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00	\$12,750.00	\$12,750.00	\$13,000.00	\$13,000.00
8-21.5	280	PERMANENT SIGNING	LS	1.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,135.00	\$6,135.00	\$6,200.00	\$6,200.00	\$17,000.00	\$17,000.00
8-22.5	281	PLASTIC LINE	LF	2800.00	\$2.00	\$5,600.00	\$3.80	\$10,640.00	\$2.85	\$7,980.00	\$2.80	\$7,840.00	\$3.50	\$9,800.00
8-22.5	282	PLASTIC WIDE LANE LINE	LF	2060.00	\$4.00	\$8,240.00	\$3.80	\$7,828.00	\$3.95	\$8,137.00	\$4.00	\$8,240.00	\$3.50	\$7,210.00
8-22.5	283	PLASTIC STOP LINE	LF	130.00	\$20.00	\$2,600.00	\$11.60	\$1,508.00	\$13.65	\$1,774.50	\$13.50	\$1,755.00	\$11.00	\$1,430.00
8-22.5	284	PLASTIC CROSSWALK LINE	SF	270.00	\$15.00	\$4,050.00	\$8.00	\$2,160.00	\$7.90	\$2,133.00	\$8.00	\$2,160.00	\$8.00	\$2,160.00
8-22.5	285	PLASTIC CROSSWALK MARKING	SF	990.00	\$20.00	\$19,800.00	\$116.00	\$114,840.00	\$32.55	\$32,224.50	\$9.00	\$8,910.00	\$6.50	\$6,435.00
8-22.5	286	PLASTIC TRAFFIC ARROW	EA	7.00	\$100.00	\$700.00	\$145.00	\$1,015.00	\$175.00	\$1,225.00	\$168.00	\$1,176.00	\$141.00	\$987.00
8-22.5	287	PLASTIC ACCESS PARKING SPACE SYMBOL W/ BACKGROUND	EA	3.00	\$200.00	\$600.00	\$400.00	\$1,200.00	\$335.00	\$1,005.00	\$336.00	\$1,008.00	\$420.00	\$1,260.00
8-22.5	288	PLASTIC SHARROW SYMBOL	EA	2.00	\$200.00	\$400.00	\$285.00	\$570.00	\$335.00	\$670.00	\$336.00	\$672.00	\$275.00	\$550.00
8-22.5	289	PAINTED BICYCLE LANE SYMBOL	EA	6.00	\$200.00	\$1,200.00	\$145.00	\$870.00	\$100.00	\$600.00	\$84.00	\$504.00	\$140.00	\$840.00
8-22.5	290	REMOVE EXISTING PAVEMENT MARKINGS	LS	1.00	\$6,000.00	\$6,000.00	\$3,800.00	\$3,800.00	\$4,285.00	\$4,285.00	\$8,400.00	\$8,400.00	\$3,600.00	\$3,600.00
8-32.5	291	PROJECT SIGN	EA	2.00	\$500.00	\$1,000.00	\$1,900.00	\$3,800.00	\$1,440.00	\$2,880.00	\$650.00	\$1,300.00	\$2,000.00	\$4,000.00
<b>SCHEDULE B BID</b>						<b>\$1,147,375.00</b>		<b>\$1,798,095.00</b>		<b>\$1,440,634.90</b>		<b>\$1,527,934.50</b>		<b>\$1,994,782.00</b>
<b>SALES TAX 0% PER W.S. REVENUE RULE NO. 171</b>						<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>SCHEDULE B TOTAL</b>						<b>\$1,147,375.00</b>		<b>\$1,798,095.00</b>		<b>\$1,440,634.90</b>		<b>\$1,527,934.50</b>		<b>\$1,994,782.00</b>
<b>BID TOTAL (SCHEDULE A + SCHEDULE B)</b>						<b>\$1,206,233.05</b>		<b>\$1,859,226.49</b>		<b>\$1,494,119.22</b>		<b>\$1,592,252.09</b>		<b>\$2,082,735.71</b>



# **PART 3 - CONTRACT DOCUMENTS**

## 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 SRV Construction, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at P.O. Box 507, Anacortes, WA 98221, (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:

### LID Improvements for Cedar Avenue (D2101)

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. 2020 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 Five Hundred Ninety Two Thousand Two Hundred Fifty Two Dollars and Nine Cents (\$1,592,252.09) 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 June 24, 2021. 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 Krysta Verbarendse on behalf of the Contractor and by Adam Benton 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:  
SRV Construction, Inc.  
Attn: Krysta Verbarendse  
P.O. Box 507  
Anacortes, WA 98221

City:  
City of Marysville  
Public Works – Attn: Adam Benton  
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 \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

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



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SRV CONSTRUCTION, INC.

By: \_\_\_\_\_  
Krysta Verbarendse  
Its: Corporate Secretary

Attested/Authenticated:

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

Approved as to form:

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

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

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

The City of Marysville, Washington (the "City"), has awarded to SRV Construction, Inc. (the "Principal"), a contract for the construction of the project designated as the LID Improvements for Cedar Avenue project, Project No. D2101, in Marysville, Washington (the "Contract"), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

Principal

Surety

\_\_\_\_\_ Date

\_\_\_\_\_ Date

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

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

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

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

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

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

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

The City of Marysville, Washington (the "City"), has awarded to SRV Construction, Inc. (the "Principal"), a contract for the construction of the project designated as the LID Improvements for Cedar Avenue project, Project No. D2101, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

Principal

Surety

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

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

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

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

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

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

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

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

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

Select one:

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

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

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

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

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

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

Contractor

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

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

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

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

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

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

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

SRV Construction, Inc.  
**Contractor**

**Agency: City of Marysville**

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

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

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

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

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

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

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

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

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

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

**Bank**

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

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

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

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

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

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



<b>Project</b>	LID Improvements for Cedar Avenue
<b>Contractor</b>	SRV 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 _____, 2021.</p> <p>SRV CONSTRUCTION, INC. CONTRACTOR</p> <p>By: _____ Printed Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____</p> <p>Tax ID #: _____</p>	<p>AGREED AND ACCEPTED this the __ day of _____, 2021.</p> <p>CITY OF MARYSVILLE</p> <p>By: _____ Jon Nehring, Mayor</p> <p>ATTEST:</p> <p>By: _____ _____, Deputy City Clerk</p>
<p>AGREED AND ACCEPTED this the __ day of _____, 2021.</p> <p>_____</p> <p>BANK</p> <p>By: _____ Printed name: _____ Its: _____</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ Jon Walker, City Attorney</p>

## EXHIBIT A

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

<b>Project</b>	LID Improvements for Cedar Avenue Name
	Work Order # (if applicable)
<b>Contractor</b>	SRV Construction, Inc.
<b>Bank</b>	
<b>Completion Date</b>	

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

<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:

<b>Contractor</b>	Name	SRV Construction, Inc.
	Address/Phone	
	Representative Authorized to Direct Investment	

**RETAINAGE BOND**

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

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

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

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

Project Name: LID Improvements for Cedar Avenue

Contract Number: D2101

And,

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

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

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

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

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

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

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

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

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

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

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

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

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

Principal

Surety

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

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

**Send bond release information to:**

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City/State)

ACCEPTED  
CITY OF MARYSVILLE

Approved as to Form

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

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


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

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

# *Index #6*

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

**CITY COUNCIL MEETING DATE: July 12, 2021**

<b>AGENDA ITEM:</b>	
Contract Award – Jennings Park Pickleball Courts	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Dave Rasar, Engineering Technician	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Vicinity Map, Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000.P2102	\$251,364.90
<b>SUMMARY:</b>	

This project will construct eight pickleball courts at Jennings Park. The project includes site excavation, grading, stormwater utilities, paving, court surfacing and fencing.

The project was advertised for a June 24th, 2021 bid opening. The City received 4 bids as shown on the attached bid tabulation. The low bidder was Matia Contractors at \$239,395.14. The engineer’s estimate is \$200,000. References have been checked and found to be satisfactory.

Contract Bid:	\$239,395.14
<u>Management Reserve:</u>	<u>\$11,969.76</u>
Total:	\$251,364.90

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14 and approve a management reserve of \$11,969.76 for a total allocation of \$251,364.90.</p> <p><b>RECOMMENDED MOTION:</b> I move to authorize the Mayor to sign and execute the Jennings Park Pickleball Courts project contract with Matia Contractors in the amount of \$239,395.14, and approve a management reserve of \$11,969.76, for a total allocation of \$251,364.90.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



### Jennings Park Pickleball Courts

6/24/2021

31000076.563000.P2102 - JENNINGS PARK PICKLEBALL COURTS

SCHEDULE A				Engineer's Estimate		Grenlar Construction		Blue Mountain Construction Group		Gregco Excavating		Matia Contractors		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	EST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.4	2	CONSTRUCTION SURVEYING	LS	1	\$1,250.00	\$1,250.00	\$850.00	\$850.00	\$3,971.00	\$3,971.00	\$4,800.00	\$4,800.00	\$15,945.00	\$15,945.00
1-07.15	3	SPCC PLAN	LS	1	\$250.00	\$250.00	\$600.00	\$600.00	\$1,438.00	\$1,438.00	\$750.00	\$750.00	\$380.50	\$380.50
1-09.7	4	MOBILIZATION	LS	1	\$13,499.60	\$13,499.60	\$6,000.00	\$6,000.00	\$22,290.00	\$22,290.00	\$6,500.00	\$6,500.00	\$21,530.00	\$21,530.00
2-03.5	5	EXCAVATION INCL. HAUL	CY	530	\$35.00	\$18,550.00	\$70.00	\$37,100.00	\$93.00	\$49,290.00	\$38.00	\$20,140.00	\$26.30	\$13,939.00
2-03.5	6	EXCAVATION AND GRADING GRASS LINED SWALE	CY	95	\$45.00	\$4,275.00	\$78.00	\$7,410.00	\$71.00	\$6,745.00	\$99.75	\$9,476.25	\$64.10	\$6,089.50
2-03.5	7	GRAVEL BORROW INCL. HAUL	TON	135	\$28.00	\$3,780.00	\$78.00	\$10,530.00	\$58.00	\$7,830.00	\$38.00	\$5,130.00	\$38.10	\$5,143.50
4-04.5	8	CRUSHED SURFACING TOP COURSE	TON	330	\$45.00	\$14,850.00	\$75.00	\$24,750.00	\$67.00	\$22,110.00	\$41.00	\$13,530.00	\$37.85	\$12,490.50
5-04.5	9	HMA CI. 3/8 IN PG 64-22	TON	300	\$145.00	\$43,500.00	\$199.00	\$59,700.00	\$148.00	\$44,400.00	\$157.30	\$47,190.00	\$115.00	\$34,500.00
7-04.5	10	PVC STORM SEWER PIPE - 6 INCH DIAM	LF	120	\$45.00	\$5,400.00	\$66.00	\$7,920.00	\$141.00	\$16,920.00	\$45.00	\$5,400.00	\$22.85	\$2,742.00
7-04.5	11	BEEHIVE STORM GRATE	EACH	2	\$250.00	\$500.00	\$990.00	\$1,980.00	\$898.00	\$1,796.00	\$281.50	\$563.00	\$401.20	\$802.40
7-05.5	12	CATCH BASIN TYPE 1	EECH	2	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$1,550.00	\$3,100.00	\$1,497.00	\$2,994.00
7-05.5	13	CONNECTION TO DRAINAGE STRUCTURE	EACH	1	\$350.00	\$350.00	\$900.00	\$900.00	\$386.00	\$386.00	\$1,578.00	\$1,578.00	\$3,778.00	\$3,778.00
8-01.5	14	EROSION/WATER POLLUTION CONTROL	LS	1	\$4,500.00	\$4,500.00	\$600.00	\$600.00	\$10,656.00	\$10,656.00	\$3,000.00	\$3,000.00	\$8,950.00	\$8,950.00
8-02.5	15	TOPSOIL TYPE A	CY	35	\$50.00	\$1,750.00	\$67.00	\$2,345.00	\$158.00	\$5,530.00	\$94.00	\$3,290.00	\$53.35	\$1,867.25
8-02.5	16	HYDROSEEDING	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,309.00	\$2,309.00	\$4,500.00	\$4,500.00	\$2,990.00	\$2,990.00
8-12.5	17	BLACK VINYL COATED CHAIN LINK FENCE - 8'	LF	464	\$50.00	\$23,200.00	\$114.00	\$52,896.00	\$60.00	\$27,840.00	\$82.50	\$38,280.00	\$80.00	\$37,120.00
8-12.5	18	BLACK VINYL COATED CHAIN LINK FENCE - 4'	LF	106	\$40.00	\$4,240.00	\$78.00	\$8,268.00	\$55.00	\$5,830.00	\$44.00	\$4,664.00	\$44.65	\$4,732.90
8-12.5	19	BLACK VINYL COATED CHAIN LINK FENCE GATE	EACH	4	\$400.00	\$1,600.00	\$900.00	\$3,600.00	\$591.00	\$2,364.00	\$616.00	\$2,464.00	\$625.00	\$2,500.00
8-19.5	20	INSTALL NET POST SLEEVES	EACH	16	\$150.00	\$2,400.00	\$420.00	\$6,720.00	\$92.00	\$1,472.00	\$1,593.00	\$25,488.00	\$735.70	\$11,771.20
8-26.5	21	FURNISH AND INSTALL COURT SURFACE INCLUDING LINES	SF	14400	\$2.00	\$28,800.00	\$3.00	\$43,200.00	\$3.00	\$43,200.00	\$1.71	\$24,624.00	\$1.65	\$23,760.00
		SALES TAX @ 9.3%				\$16,981.30		\$26,585.82		\$26,577.26		\$21,340.45		\$20,369.39
						<b>\$199,575.90</b>		<b>\$312,454.82</b>		<b>\$312,354.26</b>		<b>\$250,807.70</b>		<b>\$239,395.14</b>





51ST AVE NE

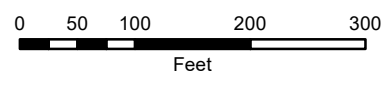
55TH AVENUE



Pickle Ball Court

# City of Marysville Jennings Park Pickle Ball Court

-  Pickle Ball Court
-  Jennings Park



Map Plotted: June 2021



**MARYSVILLE**  
WASHINGTON



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



## 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 Matia Contractors, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 2112 Buchanan Loop, Ferndale, WA 98248-9801, (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:

### Jennings Park Pickleball Courts

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. 2021 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 Forty (40) 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 Two Hundred Thirty Nine Thousand, Three Hundred Ninety Five Dollars and Fourteen Cents (\$239,395.14) 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 June 24, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
  - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
  - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

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

**VI. CONTRACT ADMINISTRATION.**

This Contract shall be administered by Nick Wylie (Contractor Representative) on behalf of the Contractor and by David Rasar (City Representative) 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:  
Matia Contractors, Inc.  
Attn: Nick Wylie  
2112 Buchanan Loop  
Ferndale, WA 98248

City:  
City of Marysville  
Public Works – Attn: David Rasar  
80 Columbia Ave  
Marysville, WA 98270

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

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

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

CITY OF MARYSVILLE

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

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

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

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

(Name)

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

(Title)

Attested/Authenticated:

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

Approved as to form:


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

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 12, 2021**

<b>AGENDA ITEM:</b>							
2021 Citywide Road Re-Striping							
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 						
Jesse Perrault							
<b>DEPARTMENT:</b>							
Public Works (Streets Division)							
<b>ATTACHMENTS:</b>							
Certified Bid Tabulation and Contract							
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>						
00110130.541000	\$119,335.80						
<b>SUMMARY:</b>							
<p>The 2021 Roadway restriping project involves the installation of approximately 971,710 lineal feet of 4-inch and 6-inch roadway paint striping, and C-Curb painting, with water-borne paint in both yellow and white colors.</p> <p>The project bids were solicited through the MRSC Small Works Roster on June 15<sup>th</sup>, 2021. The project received 2 bids. Bids were opened on July 30<sup>th</sup>, 2021, and are shown on the attached certified bid tabulation. The low bidder was Specialized Pavement Markings, Inc., at \$108,486.80. The Engineers Estimate was \$124,755.48. References have been checked and found to be satisfactory.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Contract Bid:</td> <td style="text-align: right;">\$108,486.80</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td style="text-align: right;"><u>\$10,849.00</u></td> </tr> <tr> <td>Construction Total:</td> <td style="text-align: right;">\$119,335.80</td> </tr> </table>		Contract Bid:	\$108,486.80	<u>Management Reserve:</u>	<u>\$10,849.00</u>	Construction Total:	\$119,335.80
Contract Bid:	\$108,486.80						
<u>Management Reserve:</u>	<u>\$10,849.00</u>						
Construction Total:	\$119,335.80						

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute the 2021 Citywide Road Re-Striping Project contract with Specialized Pavement Markings, Inc. in the amount of \$108,486.80 and approve a management reserve of \$10,849.00 for a total allocation of \$119,335.80.
<b>RECOMMENDED MOTION:</b>
I move to authorize the Mayor to sign and execute the 2021 Citywide Road Re-Striping Project contract with Specialized Pavement Markings, Inc. in the amount of \$108,486.80 and approve a management reserve of \$10,849.00 for a total allocation of \$119,335.80.



# 2021 Road Re-Striping

## 2021 Roadway Re-Striping Bid Tabulation

Apparent Low-Bid

Item	Description	Quantity	Units	Engineer's Estimate		SPM, Inc.		Stripe-Rite	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	4-INCH PAINT LINE	LF	745,394.00	\$0.11	\$81,993.34	\$0.10	\$74,539.40	\$0.120	\$89,447.28
2	6-INCH PAINTED LINE	LF	226,316.00	\$0.16	\$36,210.56	\$0.15	\$33,947.40	\$0.20	\$45,263.20
SUBTOTAL:					<b>\$118,203.90</b>		<b>\$108,486.80</b>		<b>\$134,710.48</b>
					<b>\$118,203.90</b>		<b>\$ 108,486.80</b>		<b>\$134,710.48</b>



## SMALL PUBLIC WORKS CONTRACT

**THIS SMALL PUBLIC WORKS CONTRACT** (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Specialized Pavement Markings, Inc., a corporation, organized under the laws of the state of Oregon, located and doing business at 11095 SW Industrial Way, Tualatin, OR 97062 (the “Contractor”).

**WHEREAS**, the City desires to have approximately 971,710 lineal feet of painted pavement markings installed; and

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

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

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

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out, and complete the 2021 Road Re-Striping Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

**2. Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than October 31<sup>st</sup>, 2021.

**3. Commencement of Work.**

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

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



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

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

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

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Eighteen Thousand Two Hundred Three Dollars and Ninety Cents, (\$118,203.90) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

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

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

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

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

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

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

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

## **6. Changes.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Prevailing Wages.**

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

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

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

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

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

**12. Indemnification and Hold Harmless.**

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

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

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

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

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

**13. Insurance.**

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

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

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

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

The Contractor shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**16. Assignment and Subcontractors.**

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

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

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

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

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

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

**17. Notices and Contract Representatives.**

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

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

To the City:                   Jesse Perrault, Street Division Supervisor  
                                           City of Marysville  
                                           80 Columbia Avenue  
                                           Marysville, WA 98270

To Contractor:               Specialized Pavement Marking, Inc.  
                                           11095 Industrial Way, Suite A  
                                           Tualatin, OR 97062  
                                           (503) 885-0420

**18. Conflict and Severability.**

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

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

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

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

**20. Non-Waiver.**

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

**21. Survival.**

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

**22. Third Parties.**

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

**23. Governing Law.**

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

**24. Venue.**

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

**25. Attorney Fees.**

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

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

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

**27. Counterparts.**

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

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

CITY OF MARYSVILLE

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

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

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

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

Attested/Authenticated:

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

Approved as to form:

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


**EXHIBIT A**  
**Scope of Work and Contract Documents**

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 12, 2021**

<b>AGENDA ITEM:</b>	
Project Acceptance - Stillaguamish Water Treatment Plant (WTP) Safety Improvements	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jason Crain	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40141580.541000.1916	N/A
<b>SUMMARY:</b>	

The Stillaguamish WTP Safety Improvements project included design, fabrication and installation of catwalks to provide safe access for employees to elevated equipment and valves that require routine inspection and maintenance and meet required OSHA fall protection regulations.

City Council awarded the project to Daco Corporation on October 14, 2019 in the amount of \$108,873.49. The project was completed in the amount of \$108,873.49.

Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the Stillaguamish WTP Safety Improvements project starting the 60-day lien filing period for project closeout.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to accept the project.

# *Index #9*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 12, 2021**

<b>AGENDA ITEM:</b>	
Agreement with Azavar Government Solutions for Local Government Revenue Compliance Audit, Maximization, and Monitoring Program.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
John Nield, Financial Operations Manager	
<b>DEPARTMENT:</b>	
Finance	
<b>ATTACHMENTS:</b>	
Professional Services Agreement with Azavar Government Solutions.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00101023.541000	39% of recovered revenues
<b>SUMMARY:</b>	

The City receives over 15% of the General Fund revenues from Business fees and taxes of which most are self-reported. City code allows for inspection of taxpayer records up to six years. An outside analysis regarding telephone utility tax estimated approximately \$250,000 possible recovery. Finance believes it to be in the best interest of the city to pursue regular audits. It has been very difficult to locate a business that has the experience in auditing governmental revenues, especially all general fees and taxes.

Azavar Government Solutions was founded in 1996 by a former city manager, which provided the knowledge and experience to assist governments with revenue recovery and compliance. The proposed agreement will provide auditing and recovery of certain revenues the City receives such as utility taxes, telephone taxes, franchise fees, sales taxes, etc. Azavar fee is based on the recovery amount, which is 39% and the term is for 39 months. Other consultants contacted also had a similar fee structure as a percent of recovered revenues which ranged from 28% to 50% and only audited specific taxes.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Agreement between the City of Marysville and Azavar Government Solutions.

**RECOMMENDED MOTION:**

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND AZAVAR GOVERNMENT SOLUTIONS**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Azavar Government Solutions, a limited liability company organized under the laws of the state of Illinois, located and doing business at 55 East Jackson Chicago, Illinois 60604 (“Consultant”).

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on July 19, 2021 and shall terminate at midnight on July 1, 2026. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. The Consultant shall be paid thirty nine percent (39%) of revenue recovered from the audit (as further described in Exhibit A). Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the

proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

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

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

#### 4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### 4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

  *JP*   No, employees performing the Services have never been retired from a Washington state retirement system.

       Yes, employees performing the Services have been retired from a Washington state retirement system.



In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

**CITY OF MARYSVILLE**

Finance Director

1049 State Avenue

Marysville, Wa 98270

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

Jason Perry  
55 East Jackson Boulevard  
Chicago, Illinois 60604

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

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

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

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

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

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

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

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

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


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

CITY OF MARYSVILLE

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

DATED this 21 day of June, 2021.

AZAVAR GOVERNMENT SOLUTIONS

By   
Its: Jason Jerry (Name)  
resident (Title)

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## **EXHIBIT A**

### **Scope of Services**

#### 1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A-1, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. **PAYMENT TERMS.** Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance

charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

#### 4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other, which is proprietary, private, and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

4.3 Nothing contained herein shall be deemed to limit the Customer's legal obligations to retain or disclose any information or records as required by applicable state, federal, or local laws, including without limitation Chapter 42.56 RCW (the Public Records Act) and Chapter 40.41 RCW (Preservation and Destruction of Public Records).

#### 5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take

such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

## 6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

## 7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-nine (39) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-nine (39) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.



7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

Jason Perry  
55 East Jackson Boulevard  
Chicago, Illinois 60604

If to Customer:

Finance Director/Clerk City of Marysville  
1049 State Avenue  
Marysville, Washington 98270

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

## EXHIBIT A-1 – STATEMENT OF WORK

This Statement of Work (“Statement of Work”) is made and entered into on this 1st Day of July 2021 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Marysville, Washington, a Washington municipal corporation having its principal place of business at 1049 State Avenue Marysville, Washington 98270 (“Customer”).

WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on July 1<sup>st</sup> 2021

1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES: In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer’s authorized agent and third-party administrator (“TPA”), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program (“Revenue TPA Program”) on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses (“Audits”), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer’s corporate boundaries, and as permitted by the Customers’ ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer (“Auditee(s)”), revenues and expenditures related to (and where applicable), but not limited to the following:

- i. Electricity providers and/or consumers
- ii. Natural gas providers and/or consumers
- iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
- v. Water, sewer, and/or stormwater providers and/or consumers
- vi. Waste or refuse hauling providers and/or consumers
- vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
- viii. Locally imposed, levied, and/or administered charges, fees, or fines
- ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
- x. Locally imposed and/or administered Residential Rental Licenses
- xi. Taxpayers subject to Property Taxes and Levies
- xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)

- xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
  - xiv. Taxpayers subject to Business License and/or Registration Fees
  - xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
  - xvi. Taxpayers subject to Liquor Licenses and/or Taxes
  - xvii. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
  - xviii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
  - xix. Taxpayers subject to Real Estate Transfer Taxes
  - xx. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers' sales tax, service taxes, use taxes, and service use taxes.
  - xxi. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water, or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under

this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

(h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer's Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

## 2. PAYMENT TERMS.

2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-nine (39) months. If Customer later implements during the subsequent thirty-nine (39) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-nine (39) months at the contingency fee rates set forth below.

2.2 For any and all Audits and/or Findings (under Section 1), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.

3. COMPLETE AGREEMENT: This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.  
By:   
Title: *President*

CUSTOMER CITY OF MARYSVILLE, WA.  
By:  
Title:

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

**Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.**

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