



# MARYSVILLE

WASHINGTON

**CITY COUNCIL WORK SESSION  
MONDAY, MAY 6, 2024 – 7:00 PM  
501 DELTA AVENUE  
MARYSVILLE, WA 98270**

## AGENDA

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

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

- A. Port of Everett Boundary Enlargement Ballot Measure
- B. Presentation: Community Development Department Project Update

**Discussion Items**

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

**Consent**

1. April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254

**Review Bids**

**Public Hearings**

**New Business**

2. A **Resolution** authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.  
Recommended Motion: I move to approve Resolution No. \_\_\_\_\_.  
[Resolution - HASCO.pdf](#)
3. An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.  
Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.  
[Amendment to AHA Interlocal Agreement 2023](#)  
[Original AHA Interlocal Agreement recorded 11.5.2013](#)
4. Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project  
I move to authorize the Mayor to sign and execute the Professional Services Agreement with KPFF Consulting Engineers to provide preliminary design for the 156th St NE Railroad Overcrossing project in the amount of \$950,328.89.  
[LP\\_AEPS-CostPlusFixedFee\\_r042624 consolidated.pdf](#)
5. 2024 Strawberry Festival Permit  
Recommended Motion: I move to approve the Strawberry Festival Permit for 2024.  
[2024 Strawberry Festival Permit Final .pdf](#)
6. Whiskey Ridge Sewer Lift Station - Property Deed  
Recommended Motion: I move to accept ownership of the property described in the attached deed, which contains the recently constructed Whiskey Ridge Sewer Lift Station.  
[Densmore Lift Station - Deed.pdf](#)  
[Densmore Lift Station - Council Figure.pdf](#)
7. Amendment to access agreement with Pacific Realty, Inc.  
Recommended Motion: I move to authorize the Mayor to sign and execute the amendment to the access agreement with Pacific Realty, Inc.  
[mccw000 Access agreement Amendment 2024-05-02.pdf](#)  
[Pac Realty Access Agreement \(Original\).pdf](#)
8. An **Ordinance** of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.  
Recommended Motion: I move to adopt Ordinance No. \_\_\_\_\_.  
[Ordinance - Amend MMC 14.07.docx](#)  
[14.07 Proposed.docx](#)

## 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.**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Executive Services Coordinator Sarah Calvin, Executive

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Port of Everett Boundary Enlargement Ballot Measure

**SUGGESTED ACTION:**

**SUMMARY:** Presentation by Lisa Lefeber, Port of Everett CEO/Executive Director

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** CD Director Haylie Miller, Community Development

**ITEM TYPE:** Presentation

**AGENDA SECTION:** **Presentations**

**SUBJECT:** Presentation: Community Development Department Project Update

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** April 25, 2024 Payroll in the Amount of \$2,025,453.22 Paid by EFT Transactions and Check Numbers 35242 through 35254

**SUGGESTED ACTION:**

**SUMMARY:**

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**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** CAO Gloria Hirashima, Executive

**ITEM TYPE:** Resolution

**AGENDA SECTION:** **New Business**

**SUBJECT:** A **Resolution** authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.

**SUGGESTED ACTION:** Recommended Motion: I move to approve Resolution No. \_\_\_\_\_.

**SUMMARY:**

The Housing Authority of Snohomish County (“HASCO”) was established in 1971 as a Housing Authority operating under RCW Chapter 35.82, and is authorized to operate throughout unincorporated Snohomish County. The City of Marysville does not have its own city housing authority within the city limits. RCW 35.82.070(13) provides that a housing authority may exercise its powers outside of its area of operation if the governing body of a city adopts a resolution declaring the need. HASCO has many properties within the City of Marysville, and has a long history of providing and maintaining affordable housing stock for Marysville residents. In fact, HASCO is a large provider of the city’s affordable housing, directly providing 376 units.

The following developments are owned and managed by HASCO and provide dedicated affordable housing stock to seniors, individuals and families making less than 80% of median income.

Property	Address	Total Units	Population	Restrictions	Year Acquired
Cedar Grove	7401 84th St NE	28	Family	All units under 80% AMI	1993

Ebey Arms	907 Columbia Ave	54	Family	All units under 80% AMI	2003
Valley Commons	6508 64th St NE	51	Family	All units under 80% AMI	1993
Westend	1350 Cedar Ave	133	Family	All units under 60% AMI	1997
Willow Run	4900 80th Str NE	84	Senior (62+)/Disabled	All units under 50% AMI	1996
West End 2	1356 Cedar Ave	26	Family	All units under 80% AMI	2019

HASCO has requested consideration of a citywide resolution to operate as a housing authority within the City limits. Completing real estate transactions sometimes requires timely and confidential negotiations, which creates uncertainty when each property requires separate action of the city governmental body to approve a resolution for HASCO to operate on the site. The citywide resolution would provide them with greater ability and confidence to negotiate property acquisitions within Marysville. Provision of affordable housing remains a priority in the City's comprehensive plan policies.

HASCO is required to comply with City zoning, comprehensive plan and development regulations like any other housing developer. They are required to meet applicable building and fire codes. As a result, this resolution simply offers them the same opportunities for negotiating property that are afforded to other public and privately owned housing developers acquiring property in the City. The majority of HASCO owned properties in Marysville were acquisitions of existing housing complexes within the City, as opposed to new construction. Our experiences has been that HASCO has acquired existing, sometimes older complexes and made improvements

Similar ILA's are in place with the cities of Snohomish, Lynnwood, Edmonds, Mountlake Terrace, and Stanwood.

As a public agency, we have found HASCO to be responsive to concerns and coordinate with the City on their proposed development as well as overall management of the complexes.



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**ATTACHMENTS:**

[Resolution - HASCO.pdf](#)

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, FINDING A NEED FOR THE HOUSING AUTHORITY OF  
SNOHOMISH COUNTY TO OPERATE IN THE CITY OF MARYSVILLE AND  
AUTHORIZING AN INTERLOCAL AGREEMENT.**

WHEREAS, the Housing Authority of Snohomish County (HASCO) was created by the in 1971 to exercise its powers in unincorporated Snohomish County; and

WHEREAS, there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, there is a need for HASCO to operate in the City; and

WHEREAS, an interlocal agreement is appropriate to specify the powers to be exercised by HASCO in the City; and

WHEREAS, authorizing HASCO to operate in the City will enhance public health and safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that HASCO is authorized to exercise the powers set forth in the interlocal agreement attached as Exhibit A to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the Mayor is authorized to sign and execute the interlocal agreement attached as Exhibit A to this Resolution.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_

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

Approved as to form:

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE  
HOUSING AUTHORITY OF SNOHOMISH COUNTY SPECIFYING THE POWERS  
THE HOUSING AUTHORITY OF SNOHOMISH COUNTY MAY EXERCISE IN THE  
CITY OF MARYSVILLE**

1. The Housing Authority of Snohomish County (HASCO) was created 1971 to exercise its powers set forth in chapter 35.82 RCW in unincorporated Snohomish County.
2. The City of Marysville (City) and HASCO agree that HASCO is authorized to exercise its powers within the City except that HASCO will not have the power of eminent domain within the City.
3. **Purpose.** The purpose of this agreement is to enhance the availability of safe and sanitary housing at affordable rentals in the City.
4. **Duration.** This Agreement will remain in effect until terminated. Either party may terminate this Agreement by giving at least 60 days written notice of such termination to the other party, specifying the extent and effective date termination. Termination of this Agreement will not terminate the authority of HASCO to continue to operate existing housing projects and to complete new projects under development at the time of the notice of termination.
5. **No separate entity.** No separate legal entity is created by this interlocal agreement. The City and HASCO are separate public corporate bodies.
6. All property owned or subsequently acquired by the City or HASCO will remain the sole property of the City or HASCO. HASCO is solely responsible for financing any activities it undertakes in the City.
7. **Administration.** This Interlocal Agreement shall be administered by the representative of each party specified below. Any written notice required by terms of this Agreement shall be served or mailed as follows:

If to the City: Mayor  
City of Marysville  
501 Delta Ave.  
Marysville, WA 98270

If to the Authority: Chief Executive Officer  
The Housing Authority of Snohomish County  
12711 4th Ave. W  
Everett, WA 98204

Either party may change its Administrator at any time by delivering written notice.

SIGNATURE BLOCK



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Senior Planner Angela Gemmer, Community Development

**ITEM TYPE:** Interlocal Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** An Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the Amendment to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.

**SUMMARY:** The City of Marysville is party to the *Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County ("ILA")*, which was originally executed in November 2013. The ILA established a venue, known as the Alliance for Affordable Housing (AHA), for cities in Snohomish County to share resources and plan collaboratively for affordable housing, and AHA functions within existing structures to support cities' housing planning efforts in a cost-effective manner.

The proposed amendments to the ILA are: 1) to add the cities of Monroe and Darrington to the agreement, and 2) to amend the agreement so that future parties (i.e. cities) can become party to the agreement following the approval of the AHA Joint Board. This will eliminate the need for all other parties (i.e. cities) to sign an amendment to the agreement to add new cities to AHA. The proposed amendment is the third amendment to the agreement; the prior two amendments were to add the cities of Arlington and Stanwood respectively.

**ATTACHMENTS:**

Amendment to AHA Interlocal Agreement 2023

Original AHA Interlocal Agreement recorded 11.5.2013

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-  
JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN  
SNOHOMISH COUNTY (the “Interlocal Agreement”)**

This Amendment (the “Amendment”) to the Interlocal Agreement dated [\_\_\_\_\_] (the “Original Agreement” and, together with this Amendment, the “Agreement”) is made as of \_\_\_\_\_, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (each a “Party” and together, the “Parties”). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
2. Parties. The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
3. Notice. Section 13(d) is amended to add:

City of Monroe  
Anita Marerro, Senior Planner  
806 West Main Street  
Monroe, WA 98272  
Phone (360) 863-4513  
[AMarerro@monroewa.gov](mailto:AMarerro@monroewa.gov)

Town of Darrington  
Dan Rankin, Mayor  
1005 Cascade St.  
PO Box 397  
Darrington, WA 98241  
Phone: (360) 436-1131  
Dan.Rankin@Darringtonwa.us



4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:

(m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;

5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:

16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the “New Party”) shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.

6. Execution. The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

**CITY OF ARLINGTON**

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

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

<b>TOWN OF DARRINGTON</b>	
By:	_____
	Signature Date
Its:	_____

**CITY OF EDMONDS**

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

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

**CITY OF EVERETT**

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

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

**CITY OF GRANITE FALLS**

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

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

**CITY OF LAKE STEVENS**

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

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

**CITY OF LYNNWOOD**

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

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



**CITY OF MARYSVILLE**

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

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

**CITY OF MILL CREEK**

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

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

**CITY OF MONROE**

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

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

**CITY OF MOUNTLAKE TERRACE**

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

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

**CITY OF MUKILTEO**

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

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

**CITY OF SNOHOMISH**

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

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

**CITY OF STANWOOD**

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

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

**TOWN OF WOODWAY**

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

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



**SNOHOMISH COUNTY**

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

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

**HOUSING AUTHORITY OF  
SNOHOMISH COUNTY**

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

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



**Return Address**  
 City of Mountlake Terrace  
 6100 219<sup>th</sup> Street SW, Suite 200  
 Mountlake Terrace, WA 98043-0072

201311050337 CONFORMED COPY 38 PGS  
 11/05/2013 11:05am \$69.00  
 SNOHOMISH COUNTY, WASHINGTON

COVER SHEET FOR RECORDING

Please print or type information

Document Title (or transactions contained therein):	
1. <b>Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County</b>	
Reference numbers(s) of documents assigned or released: (on page _____ of document(s))	
Grantor(s) (Last name first, then first name and initials)	Additional Grantors on Page: <u>1</u>
<b>City of Mountlake Terrace</b>	
Grantee(s) (Last name first, then first name and initials) <i>Snohomish County</i>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Assessor's property tax parcel/account number:	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. RecCoverSht.doc	

N:\PLANNING\Contracts & Consultants\Interlocal Agreement\Recording CoverSht\_Inter-Jurisdictional Coordination Relating to Affordable Housing\_Sno County.doc



**INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL  
COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH  
COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31<sup>st</sup> of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing, which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a



Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

## 7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(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 a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

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

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties" ) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

(a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Department Community Development Block Grant Program and HOME Investment Partnership Program; or

(b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

(a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.

(b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.

(c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

(d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:



City of Edmonds

Robert Chave, Development Services  
121 5th Ave. N  
Edmonds, WA 98020  
Phone (425) 771-0220  
Facsimile (425) 771-0221  
Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning  
2930 Wetmore Ave., Suite 8A  
Everett, WA 98201  
Phone (425) 257-8736  
Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner  
206 S. Granite Ave, PO Box 1440  
Granite Falls, WA 98252  
Phone (360) 691-6441  
Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director  
1812 Main Street, PO Box 257  
Lake Steven, WA 98258  
Phone (425) 377-3229  
Facsimile (425) 212-3327  
bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director  
PO Box 5008  
Lynnwood, WA 98046-5008  
Phone (425) 670-5401  
Facsimile (425) 771-6585  
pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima  
[1049 State Avenue  
Marysville, WA 98270  
Phone (360) 363-8000  
Facsimile (360) 651-5033  
ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development  
15728 Main Street  
Mill Creek, WA 98012  
Phone (425) 745-1891  
Facsimile (425) 745-9650  
tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope  
6100 219th St. SW, Suite 200  
Mountlake Terrace, WA 98043  
Phone (425) 744-6281  
Facsimile (425) 775-0420  
shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director  
11930 Cyrus Way  
Mukilteo, WA 98275  
Phone (425) 263-8017  
Facsimile (425) 212-2068  
mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager  
City of Snohomish  
116 Union  
Snohomish, WA 98290  
Phone (360) 568-3115  
Facsimile (360) 568-1375  
bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols  
23920 113th Pl. W  
Woodway, WA 98020  
Phone (206) 542-4443  
Facsimile (206) 546-9453  
Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director  
12625 4th Avenue W. Suite 200  
Everett, WA 98204  
Phone (425) 290-8499  
Facsimile (425) 290-5618  
rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager  
Housing and Community Services  
3000 Rockefeller Ave., M/S 305  
Everett, WA 98201  
Phone (425) 388-7116  
Facsimile (425) 259-1444  
maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

By: [Signature] 7/29/13  
Signature Date

Its: PETER B. CAMP  
Executive Director

Approved as to form

By: Rebecca Wendling 7/19/2013  
Signature Date

Its: Deputy Prosecuting Attorney

**CITY OF EDMONDS**

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

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

Approved as to form

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

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

**CITY OF EVERETT**

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

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

Approved as to form

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

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

**CITY OF GRANITE FALLS**

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

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

Approved as to form

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

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

COUNCIL USE ONLY  
Approved: 7-29-13  
Docfile: D-2

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**SNOHOMISH COUNTY**

Approved as to form

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

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

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

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

**CITY OF EDMONDS**

Approved as to form

By: [Signature] 9.10.13  
Signature Date

By: [Signature] 8/29/13  
Signature Date

Its: Mayor

Its: CITY ATTORNEY

**CITY OF EVERETT**

Approved as to form

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

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

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

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

**CITY OF GRANITE FALLS**

Approved as to form

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

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

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

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

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(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

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**SNOHOMISH COUNTY**

Approved as to form

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

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

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

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

**CITY OF EDMONDS**

Approved as to form

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

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

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

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

**CITY OF EVERETT**

Approved as to form

By: Ray Stephenson 10-22-13  
Signature Date

By: Tim Seals 10.21.13  
Signature Date

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

Its: Assistant City Attorney

ATTEST:  
Sharon Jullie  
City Clerk

**CITY OF GRANITE FALLS**

Approved as to form

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

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

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

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

**CITY OF LAKE STEVENS**

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

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

Approved as to form

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

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

**CITY OF LYNNWOOD**

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

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

Approved as to form

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

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

**CITY OF MARYSVILLE**

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

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

Approved as to form

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

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

**CITY OF MILL CREEK**

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

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

Approved as to form

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

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

**CITY OF MOUNTLAKE TERRACE**

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

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

Approved as to form

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

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

**CITY OF MUKILTEO**

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

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

Approved as to form

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

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

**SNOHOMISH COUNTY**

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

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

Approved as to form

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

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

**CITY OF EDMONDS**

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

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

Approved as to form

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

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

**CITY OF EVERETT**

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

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

Approved as to form

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

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

**CITY OF GRANITE FALLS**

By: [Signature] 7/17/13  
Signature Date

Its: MAYOR

Approved as to form

By: [Signature] 7-17-13  
Signature Date

Its: City Attorney

**CITY OF LAKE STEVENS**

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

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

Approved as to form

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

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

**CITY OF LYNNWOOD**

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

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

Approved as to form

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

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



CITY OF LAKE STEVENS

By: [Signature] 7/25/13  
Signature Date

Its: Mayor

Approved as to form

By: [Signature] 7-23-13  
Signature For Waiver Date

Its: City Attorney

CITY OF LYNNWOOD

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

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

Approved as to form

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

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

CITY OF MARYSVILLE

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

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

Approved as to form

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

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

CITY OF MILL CREEK

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

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

Approved as to form

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

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

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

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

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

Approved as to form

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

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

CITY OF LAKE STEVENS

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

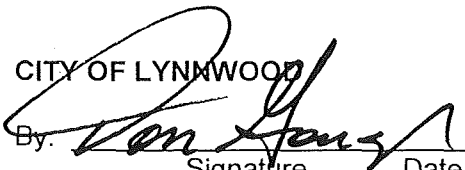
Its: \_\_\_\_\_

Approved as to form

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

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

CITY OF LYNNWOOD

By:   
Signature Date  
9-19-13  
Its: Mayor

Approved as to form

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

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

CITY OF MARYSVILLE

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

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

Approved as to form

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

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

CITY OF MILL CREEK

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

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

Approved as to form

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

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

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

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

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

Approved as to form

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

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

CITY OF LAKE STEVENS

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

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

Approved as to form

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

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

CITY OF LYNNWOOD

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

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

Approved as to form

By: Henry Leson 10-14-13  
Signature Date

Its: City Attorney

CITY OF MARYSVILLE

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

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

Approved as to form

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

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

CITY OF MILL CREEK

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

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

Approved as to form

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

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

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

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

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

Approved as to form

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

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

CITY OF LAKE STEVENS

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

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

Approved as to form

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

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

CITY OF LYNNWOOD

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

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

Approved as to form

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

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

CITY OF MARYSVILLE

By: *Janet Robinson* 9/12/13  
Signature Date

Its: Mayor

Approved as to form

By: *Dorothy Weed* 9-12-13  
Signature Date

Its: city attorney (per waiver of conflict)

CITY OF MILL CREEK

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

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

Approved as to form

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

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

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

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

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

Approved as to form

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

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

CITY OF LAKE STEVENS

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

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

Approved as to form

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

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

CITY OF LYNNWOOD

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

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

Approved as to form

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

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

CITY OF MARYSVILLE

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

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

Approved as to form

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

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

CITY OF MILL CREEK

By: [Signature] \_\_\_\_\_  
Signature Date 11/26/2013

Its: CITY MANAGER

Approved as to form

By: [Signature] \_\_\_\_\_  
Signature Date 9-6-13

Its: City Attorney

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

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

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

Approved as to form

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

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

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

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

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

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

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

**CITY OF EDMONDS**

Approved as to form

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

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

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

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

**CITY OF EVERETT**

Approved as to form

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

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

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

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

**CITY OF GRANITE FALLS**

Approved as to form

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

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

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

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

**CITY OF LAKE STEVENS**

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

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

Approved as to form

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

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

**CITY OF LYNNWOOD**

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

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

Approved as to form

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

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

**CITY OF MARYSVILLE**

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

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

Approved as to form

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

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

**CITY OF MILL CREEK**

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

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

Approved as to form

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

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

**CITY OF MOUNTLAKE TERRACE**

By: *John H. ...* 8/6/2013  
Signature Date

Its: *City Manager*

Approved as to form

By: *Con G. ...* 8-6-13  
Signature Date

Its: *City Attorney*

**CITY OF MUKILTEO**

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

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

Approved as to form

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

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

CITY OF LAKE STEVENS

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

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

Approved as to form

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

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

CITY OF LYNNWOOD

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

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

Approved as to form

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

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

CITY OF MARYSVILLE

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

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

Approved as to form

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

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

CITY OF MILL CREEK

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

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

Approved as to form

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

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

CITY OF MOUNTLAKE TERRACE

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

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

Approved as to form

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

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

CITY OF MUKILTEO

By: Joe Normie 8/21/13  
Signature Date

Its: Mayor

Approved as to form

By: [Signature] 8/19/13  
Signature Date

Its: City Attorney



(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

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

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

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

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

**CITY OF EDMONDS**

Approved as to form

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

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

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

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

**CITY OF EVERETT**

Approved as to form

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

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

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

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

**CITY OF GRANITE FALLS**

Approved as to form

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

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

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

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

CITY OF SNOHOMISH

By: Larry Fox 8/7/13  
Signature Date

Its: City Manager

Approved as to form

By: Donna Weed 8-6-13  
Signature Date

Its: City Attorney per waiver

TOWN OF WOODWAY

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

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

Approved as to form

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

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

HOUSING AUTHORITY OF SNOHOMISH COUNTY

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

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

Approved as to form:

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

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

CITY OF SNOHOMISH

Approved as to form

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

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

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

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

TOWN OF WOODWAY

Approved as to form

By: Carl Nicks 7/20/13  
Signature Date

By: Wage Dene  
Signature Date

Its: Mayor

Its: City Attorney

HOUSING AUTHORITY OF SNOHOMISH COUNTY

Approved as to form:

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

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

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

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

CITY OF SNOHOMISH

Approved as to form

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

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

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

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

TOWN OF WOODWAY

Approved as to form

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

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

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

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

HOUSING AUTHORITY OF SNOHOMISH COUNTY

Approved as to form:

By: [Signature] <sup>10/15/13</sup>  
Signature Date

By: [Signature] <sup>10/16/13</sup>  
Signature Date

Its: Executive Director

Its: Staff Attorney

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204  
(425) 290-8498 or (425) 743-4505  
TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley  
Director, Pacific Northwest Initiative  
Bill and Melinda Gates Foundation  
PO Box 23350  
Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR  
SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

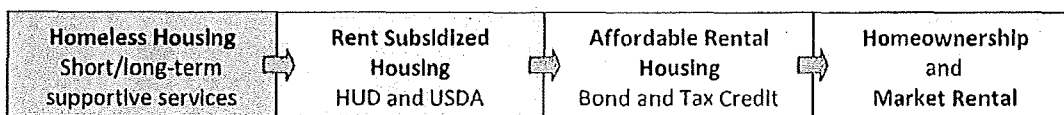
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

**Housing Continuum**



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

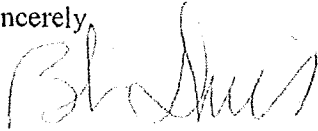
HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

ATTACHMENT A

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or [red@hasco.org](mailto:red@hasco.org).

Sincerely,



Robert E. Davis  
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation  
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding  
Draft Interlocal Agreement  
2013 Budget

**BILL & MELINDA  
GATES foundation**

PO Box 23350  
Seattle, WA 98102 USA  
PH 206.709.3100

ATTACHMENT A

**118062**

**Wells Fargo Bank, N.A.**  
Bellevue, WA 98004  
11-24/1210

DATE	AMOUNT
Oct 11, 2012	\$ 50,000.00

PAY Fifty Thousand Dollars And 00 Cents

to the order of  
Housing Authority of Snohomish County  
12625 4th Ave West Suite 200  
Everett, WA 98204

*Robert Davis*  
Authorized Signature MP  
VOID AFTER 180 DAYS



BILL & MELINDA GATES FOUNDATION PO Box 23350 Seattle, Washington 98102 206.709.3100

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	CHECK NUMBER	
HOUSG02	Housing Authority of Snohomish	00156023	10/11/2012	118062	<b>118062</b>
OUR VOUCHER NUMBER	YOUR INVOICE NUMBER	DATE	AMOUNT	AMOUNT PAID	NET
GFPMT1069904	PMT1069904	10/11/2012	\$50,000.00	\$50,000.00	OPP1069901 - Robert Davis \$50,000.00
			\$50,000.00	\$50,000.00	\$50,000.00

COMMENT



**Attachment B**  
**Alliance for Housing Affordability**  
**Fiscal Year August 2013 to June 2014**  
**Budget and Contribution Schedule**  
**July 2013**

MOU Signees by Population	Population**	Population for Calculation Purpose	2013 Contribution	
Everett	103,019	103,019	\$6,213	
Marysville	60,020	60,020	\$3,613	
Lynnwood	35,836	35,836	\$2,151	
Edmonds	39,709	39,709	\$2,385	
Lake Stevens	28,069	28,069	\$1,682	
Mukilteo	20,254	20,254	\$1,209	
Mountlake Terrace	19,909	19,909	\$1,188	
Mill Creek	18,244	18,244	\$1,088	
Snohomish <sup>1</sup>	9,098	9,098	\$1,000	
Granite Falls <sup>1</sup>	3,364		\$1,000	
Woodway <sup>1</sup>	1,307		\$1,000	
HASCO				
<b>Total city</b>	<b>338,829</b>	<b>343,480</b>	<b>\$22,530</b>	
County	286,727	286,727	\$17,320	
<b>Total</b>	<b>625,556</b>			
		630,207	\$39,850	
<b>Gates Grant<sup>4</sup></b>	<b>\$50,000</b>		<b>\$50,000</b>	
Proposed Budget	\$89,850	<b>Contributions</b>	\$89,850	
Back Office Support	In kind <sup>2</sup>			

Budget	
1 FTE	\$ 60,000.00
Benefits (@39%)	\$ 23,400.00
Local Travel/mi.	\$ 1,250.00
Supplies/Teleph	\$ 1,200.00
	<b>\$85,850.00</b>
Misc./Consult.	\$ 4,000.00
	<b>\$ 89,850.00</b>

Notes:

1. Minimum annual commitment \$1,000 for any participant
2. HASCO funding staff intern for 12+ months 2012 began interim work in July

\*\*2011 Population



**Attachment B**  
**2013-2014 Work Plan\***

**1. Synthesize/analyze Data**

- a. IDENTIFY DATA GAPS.  
And if there are, develop/implement a strategy to fill those gaps.
- b. DEVELOP A SURVEY TEMPLATE THAT CITIES CAN USE FOR GATHERING HOUSING DATA THEY'RE MOST INTERESTED IN.
- c. IDENTIFY WHERE EXISTING AFFORDABLE HOUSING UNITS ARE LOCATED AND WHETHER THEY ARE UNDER THREAT OF CONVERSION, WHAT THEIR CONDITION IS AND WHAT THE CONDITION OF THE SURROUNDING PUBLIC INFRASTRUCTURE IS.

**2. Provide Technical Expertise**

CREATE A TEMPLATE JURISDICTIONS CAN USE IN DRAFTING THEIR HOUSING CONTINUUM AND CITY PROFILES.

With the template each jurisdiction can create effective literature conveying their individual housing needs. The continuum would also be useful in developing Housing Elements for Comprehensive Plans.

**3. Create Education/Outreach/Information-sharing Opportunities**

DEVELOP A STRATEGY AND TOOLS TO EDUCATE ELECTED OFFICIALS

The task is to educate elected officials about affordable housing issues and the roles they can play in obtaining funding for housing programs.

- i. Identify elected officials who could serve as primary contact points for federal and state agencies which provide housing funding (this would assist in attract housing money to Snohomish County).
  - ii. Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes
- a. PACKAGE THE IJH COMMITTEE'S IDEA/MESSAGE.
- i. Use HASCO human resources staff (who has special training in leading facilitation) to work with elected officials on the committee to create a succinct message of what the Alliance for Housing Affordability is all about. The message would be a key tool to use in presentations to city councils when the IJH ILA is being considered.
  - ii. Use the message to promote media exposure of the IJH committee's existence and goals

**4. Grants and Financial**

- a. DEVELOP A STRATEGY FOR LEVERAGING CDBG AND OTHER FUNDS.
- b. DEVELOP A COMMON STRATEGY TO PURSUE FUNDING TO BE USED BY CITIES INDIVIDUALLY OR COLLECTIVELY.
- c. DESIGN A NEW REVENUE GENERATION TOOL THAT CAN BE ADOPTED BY LEGISLATIVE BODIES AND THEN USED BY INDIVIDUAL CITIES.

\* For consideration by the Joint Board





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Engineering Coordinator Laurie Barbosa, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement with KPFF Consulting Engineers, to provide preliminary design for the 156th Street NE Railroad Overcrossing Project

**SUGGESTED ACTION:** I move to authorize the Mayor to sign and execute the Professional Services Agreement with KPFF Consulting Engineers to provide preliminary design for the 156th St NE Railroad Overcrossing project in the amount of \$950,328.89.

**SUMMARY:**

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate-5 in north Marysville. By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County.

The City published a formal Request for Proposals on February 8, 2024, soliciting professional services from interested and qualified firms to assist with preliminary (30%) design, environmental review, and early permitting for this project. Subsequent to this, the City conducted an interview on March 5th, with the lone firm that expressed interest: “KPFF Consulting Engineers.” Ultimately, the City’s selection committee concluded that KPFF was in fact qualified and well-suited to provide the design for this project – based upon a standout interview performance as well as the substance of its written proposal. Moreover, staff notes that KPFF has teamed with the City in a similar capacity on past, high profile transportation projects, with positive results.

The attached professional services agreement with KPFF, in the amount of \$950,328.89, will establish the framework for the City to advance preliminary design of the project, including alternatives analysis; public outreach; preparation of 30% PS&E documents; environmental review/permitting; and geotechnical explorations. Work completed during this phase will help the City to resolve questions which are key to successful delivery of the project – including identification of design constraints, inventory of sensitive areas considerations, evaluation of property acquisition requirements, and careful assessment of stakeholder perspectives (BNSF, Tulalip Tribes, Snohomish County). In turn, this will help to inform and improve the quality of final design once it begins. (In addition to final design, staff notes that the attached agreement may be supplemented in the future to include bidding and construction support services.)

This phase of the design work is funded in part by a \$500k grant through the State’s “Move Ahead Washington” transportation funding program. The remaining amount is funded by the City.

---

**ATTACHMENTS:**

[LP\\_AEPS-CostPlusFixedFee\\_r042624 consolidated.pdf](#)

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

Agreement Number: R2201-1

Firm/Organization Legal Name (do not use dba's): KPPF Consulting Engineers		
Address 1601 Fifth Ave., Suite 1600, Seattle, WA 98101	Federal Aid Number N/A	
UBI Number 578063612	Federal TIN or SSN Number 91-0755897	
Execution Date	Completion Date April 1, 2026	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title 156th Street NE Railroad Overcrossing		
Description of Work This agreement creates the framework for KPPF to assist the City with advancement of preliminary design for project, including alternatives analysis; public outreach; preparation of 30% PS&E documents; environmental review and permitting; and geotechnical exploration. Work completed during this phase will help the City to resolve questions which are key to successful delivery of the project – including identification of design constraints, inventory of sensitive areas considerations, assessment of stakeholder perspectives, and evaluation of property acquisition needs.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$950,328.89 Management Reserve Fund: \$0.00 Maximum Amount Payable: \$950,328.89

## Index of Exhibits

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

Agreement Number: R2201-1

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

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

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

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

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

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

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

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

## **III. General Requirements**

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

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

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

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

**If to AGENCY:**

Name: Patrick Gruenhagen  
Agency: City of Marysville  
Address: 501 Delta Avenue  
City: Marysville State: WA Zip: 98270  
Email: [pgruenhagen@marysvillewa.gov](mailto:pgruenhagen@marysvillewa.gov)  
Phone: 360.363.8281  
Facsimile:

**If to CONSULTANT:**

Name: Anne Fabrello-Streufert  
Agency:  
Address: 1601 Fifth Avenue, Suite 1600  
City: Seattle State: WA Zip: 98101  
Email: [Streufert@kppff.com](mailto:Streufert@kppff.com)  
Phone: 206.622.5822  
Facsimile:

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

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

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

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## V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

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

## **VIII. Nondiscrimination**

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

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

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

## **IX. Termination of Agreement**

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

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## **XII. Legal Relations**

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

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

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

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

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

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

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

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

#### Insurance Coverage

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

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

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

Name: Patrick Gruenhagen  
Agency: City of Marysville  
Address: 501 Delta Avenue  
City: Marysville State: WA Zip: 98270  
Email: pgruenhagen@marysvillewa.gov  
Phone: 360.363.8281  
Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

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## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

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

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

***Exhibit A  
Scope of Work***

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Project No. R2201

See pages that follow.

Agreement Number: R2201-1

**04/24/2024**  
**Exhibit A-1**  
**Scope of Work**

**Project R-2201, 156th Street NE Railroad Overcrossing**

**PROJECT DESCRIPTION / OBJECTIVES**

The 156th Street NE Railroad Overcrossing Project proposes to reinstate the public railroad crossing of the Burlington Northern Santa Fe (BNSF) mainline track at 156th Street NE just west of Interstate 5 in the City of Marysville (City). By providing a link to the nearby, future I-5/156th Street NE freeway interchange and the rapidly-growing Cascade Industrial Center, this project will establish a critical east-west connection for north Snohomish County (County). The east portion of the project will be constructed within the City limits, while the west portion of the project will be constructed in unincorporated Snohomish County. This initial preliminary design phase is being funded in part by a “Move Ahead Washington” grant as well as matching funds from the City.

The primary goal of this project is to construct a new structure that will carry 156th Street NE over the top of the railroad right-of-way. There are several utilities that will be impacted by the project, in addition to two streams that have documented salmonoids within the project area. The work to be performed by the Consultant consists of the design, preparation of the plans, specifications, and an engineer’s estimate of costs (PS&E) necessary to complete the project, in addition to technical support during project advertising and construction. Environmental/ Permitting documentation and right-of-way acquisition and certification will also be provided.

Work to be completed under this agreement, as described herein, will initially consist of that summarized in “Phase 1” below. Phases 2 and 3 may be incorporated via supplement at a later date, contingent upon funding availability and at the discretion of the City.

- Phase 1 will include completion of an alternatives analysis to determine the preferred roadway section and crossing structure type, size, and location (TS&L). Property impacts outside of the existing City/Snohomish County right-of-way will be identified, in addition to federal permitting/environmental documentation/review that will be required to construct the project. Preliminary plans (approx. 30% level of design) and cost estimates will be submitted.
- Phase 2 will include final design, documentation, environmental/permitting and right-of-way acquisition necessary for public bidding and construction of the project.
- Phase 3 will include technical support services during bidding and construction of the project.

## **ANTICIPATED SCHEDULE**

- Notice to proceed (NTP) for the design May 14, 2024
- Access to BNSF Property for Survey July 2024
- Design Workshop with City and other Primary Stakeholders Oct 2024
- Preferred Road/Bridge Identified Nov 2024
- Preferred Stormwater Solutions and Utility Designs/Relocations Identified Dec 2024
- Preliminary Coordination with Permitting Agencies, BNSF, Adjacent Property Owners and Utility Owners Jan 2025
- 30% Plans and Cost Estimate, in addition to ROW needs and utility conflicts. March 2025
- Environmental/Permit Applications Submitted. June 2025

Phase 1 is anticipated to be 13 months in duration. This schedule is estimated and will be updated as project proceeds.

## **PROJECT TEAM**

The project team includes:

Owner	City of Marysville (City)
Prime Consultant	KPFF Consulting Engineers (KPFF)
Surveying	KPFF
Geotechnical Engineering	GeoEngineers
Civil Engineering	KPFF and Reichhardt & Ebe (R&E)
Structural Engineering	KPFF
Right-of-Way	RES Group NW (RESGNW)
Permitting/Environmental	Widener & Associates. (Widener)
Cultural Resources	Equinox Research & Consulting International Inc. (ERCI)

## **GLOBAL PROJECT ASSUMPTIONS:**

- City of Marysville Public Works will perform the following tasks:
  - Coordinate construction access with property owners.
  - Obtain permission to access private property adjacent to 156<sup>th</sup> Street NE, as necessary for survey, geotechnical, biological, cultural resources and other design field work.
  - Coordinate the design of improvements with WSDOT, property owners, and other stakeholders, except as specifically outlined in this scope of work.
  - Coordinate all comments and input from other departments within the City and with permitting agencies, except as specifically outlined in this scope of work.
  - Coordinate directly with Tulalip Tribes, BNSF and Snohomish County staff in addition to affected utilities, except as specifically outlined in this scope of work.
  - Obtain property title reports for parcels 31052900303200, 31053200101100, 31052900401300, 31052900300600, 31052900300400, and 31053200200100.
  - Obtain any easement records in the vicinity of the project.

- Provide current City General Special Provisions
  - Provide historic bid tabulations from other recent City projects.
  - Provide projected traffic count.
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, any work required to address the situation will be extra work.
  - This design scope/fee does not include final design/PS&E preparation, right of way acquisition, construction management or technical construction support services. The preparation of environmental/permitting documents not specifically included in this scope are also not included, At the City’s discretion, this contract may be amended to include additional services.
  - No work shall be performed until notice-to-proceed is issued by the City of Marysville.
  - The budget may be moved from one task to another at the discretion of KPFF by notifying the City of the change, as long as the overall budget is not exceeded.
  - There is at present no Federal nexus for this project. However, it is understood that design, environmental review, and permitting will be advanced in a manner that preserves the City’s positioning for pursuit of future Federal funding.

**SCOPE OF WORK**

***TASK NO. 1.0 – PROJECT MANAGEMENT***

KPFF will provide project management services, as specifically noted below. These services are expected to include the following tasks:

**1.0 - Project Work Plan**

KPFF shall provide a work plan to the design team and the City outlining the project objectives, organization of the team, lines of communication, and deliverables. KPFF will also create a share site to share project information with the City.

**1.1 – Preparation of Contract Documents, Invoices, and Progress Reports**

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice and include percentage of completion and billings to date. Prior to first billing, the City will review and approve invoicing format and content.

**1.2 – Coordination with Sub-consultants**

KPFF will create sub-consultant contracts for R&E, GeoEngineers, Widener, RESGNW, and ERCI. KPFF will be the main point of contact for the multidiscipline team.

KPFF will distribute create biweekly or monthly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc) on the update emails.

### **1.3 – Coordination with City and WSDOT Local Programs Staff**

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed. KPFF PM will attend biweekly meetings with the City's PM to check in on project status and to coordinate, as needed to keep the project moving forward.

KPFF will coordinate, as needed, with Washington State Department of Transportation (WSDOT) Local Programs (LP) Staff to ensure that all design and documentation is being prepared in conformance with the project requirements.

### **1.4 – Estimated Project Schedule**

A project schedule will be created in Microsoft Project identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. Snohomish County, Railroad and Tulalip Tribes review timeline estimates will be included. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project construction. The initial schedule covering the preliminary design phase of work will be prepared and submitted within 15 business days of Phase 1 NTP. The tasks attributable to final design, permitting and construction phase work will be added to the schedule at the 30% design submittal. Updates will be submitted during each PS&E submittal.

### **1.5 – Team Project Meetings**

The project team will meet internally and with the City to discuss project-related issues/topics. The City will be invited to the consultant team meetings. KPFF will provide an agenda to the project team. Six team meetings/workshops are anticipated (hours for KPFF PM/Structural/Civil and R&E Civil are included in this task and hours for technical disciplines are included under their specific tasks below).

1. Kick off Meeting with City – in Marysville, City Office (KPFF PM/Survey/Structural/Civil, GeoEngineers, R&E, Widener, RESGNW and ERCI)
2. Two Preliminary Design Progress Meetings – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E, Widener)
3. Alternatives Workshop - in Marysville, City Office (KPFF PM/Structural/Civil, GeoEngineers, R&E, RESGNW, Widener)
4. City Comment Review Meeting – via MS Teams (KPFF PM/Structural/Civil, GeoEngineers, R&E)
5. BNSF Site Meeting – at project site (KPFF PM/Structural, R&E Lead)
6. Environmental Review Meeting with WSDOT, WDFW, COE – at project site (KPFF PM, Widener)



Other meetings are anticipated internal to the design team. These meetings will occur virtually (Teams or similar).

- KPFF PM (up to 8)
- Structural Lead (up to 4)
- KPFF Civil Lead (up to 4)
- R&E Civil Lead (up to 4)

### **1.6 - Meetings With Project Stakeholders**

Several Stakeholders will be impacted by this project including Snohomish County, The Tulalip Tribes, adjacent property owners, and utility companies. 40 hours have been allotted to coordinate with and attend meetings with these stakeholders to respond to any questions and comments they have. BNSF Coordination is included in Task 8.0.

KPFF will support the City with public outreach by attending up to 1 public meeting (graphics will be limited to the 30% PS&E plans) and preparing one rendering of the project alternatives. See Task 5.7 for rendering efforts.

### **1.7 – PS&E Submittal and Contract Package Compilation**

KPFF will collect submittal documents from the rest of design team and the City and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, estimated quantities/costs, etc.). All deliverables will be PDFs, unless noted otherwise. A project Sharepoint site will be created and submittal documents will be posted on the site.

KPFF will coordinate with the City to develop a project title block and CAD standards that will be distributed to and used for all plan sheets.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created as part of Phase 2 of the project.

### **1.8 – Risk Register**

KPFF will collaborate with the City to prepare a preliminary risk register for the project. For each identified risk, the risk register will contain:

- A description of the risk
- The impact should this event actually occur
- The probability of its occurrence
- A summary of the mitigation (the actions taken in advance to reduce the probability and/or impact of the event)

The initial register will be submitted with the project Work Plan and will be updated with the Bridge TS&L and again with the 30% plans.

### **1.9 - Project and Document QA/QC**

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the City and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk.

#### Project Management Deliverables

- Project Work Plan
- Project Sharepoint Site (on-line)
- Monthly Invoices, including subconsultant invoices, a progress report outlining completed and upcoming tasks, scope progress and actual versus anticipated submittal dates. Assume 13 months
- Copies of subconsultant contract agreements can be provided, if requested.
- Project Schedule and updates
- Biweekly or Monthly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc.)
- Meeting Agendas and Notes
- Risk Register
- Completed KPFF QA/QC form can be provided, if requested

#### **TASK NO. 2.0 – SURVEYING**

KPFF will provide topographic surveying and right-of-way/parcel mapping as needed for the project. This work is expected to include the following:

##### **2.1 – Field Control Survey Conventional and GPS**

Provide control survey to establish Washington State Plane Coordinates, North Zone 4601 NAD 83/11 and vertical datum on NAVD 88

##### **2.2 – Utility Locates and Coordination**

Underground utilities will be shown based on best available information and utility locates. Pipe sizes and types will be shown only where record information is available, or where access for measurement is available, such as sanitary sewer and storm structures.

##### **2.3 – Topographic and UAV Survey**

Perform boundary and right of way basemap depicting existing right of way and property boundaries along the project corridor to include the following using a combination of UAV LiDAR data and conventional ground survey.

- 156<sup>th</sup> Street NE from 100 feet west of 23<sup>rd</sup> Avenue NE easterly to 100 feet east of the westerly intersection with Twin Lakes Avenue extending 250 feet northerly and southerly from the 156<sup>th</sup> Street centerline.
- Railroad corridor 1000 feet north and south from the intersection with 156<sup>th</sup> Street NE.
- Critical Area Flags (to be located prior to survey field work).
- Tree locations, species, and the diameters larger than 4-inches dbh.

##### **2.4 – Prepare CAD Basemap**

Prepare AutoCAD basemap depicting topographic survey and boundary basemap from conventional and UAV based LiDAR collected of the site.

## **2.5 – Exhibits and Descriptions for up to 10 Takes**

Prepare legal descriptions for temporary easements and right of way takes for up to 5 Parcels for a total of ten (10) exhibits and descriptions.

### Assumptions

- City will provide Right of Entry from identified property owners, as needed to collect survey.
- Title reports for adjacent properties will be provided by the City.
- KPFF will apply for and obtain all BNSF permits and training necessary for gaining temporary access to BNSF ROW for surveying. See Task 8 “BNSF Coordination” for further details.
- Potholing utilities is not part of this scope. Should potholing be necessary to complete design, KPFF can provide a fee proposal for coordinating and locating utility potholes. Potholing for the shoring design will be coordinated by others.

### Deliverables

- Deliverables will be an AutoCAD basemap of the topographic survey, rights of way, and boundaries, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

## ***TASK NO. 3.0 – GEOTECHNICAL ENGINEERING***

GeoEngineers will provide geotechnical engineering services as needed for the project to support Phase 1 design to an approximate 30% design level. This work is expected to include:

### **3.1 – Geotechnical Meetings and Task Management**

1. Attend team meetings as noted in Task 1.5.
2. Provide geotechnical task management and monthly invoicing.

### **3.2 – Geotechnical Field Explorations**

1. Review available geologic references and reports for the subject property and surrounding area available online, from City provided information, and our in-house files.
2. Coordinate clearance and location of existing underground utilities in the project area. We will contact the Washington Utilities Coordinating Council “One Call” service prior to beginning explorations.
3. Perform approximately two CPTs, each to 120 feet depth (one near each proposed bridge abutment). One of the CPTs will include seismic shear wave velocity soundings.
4. Perform approximately six exploratory borings using mud rotary and/or hollow-stem auger drilling techniques. Two borings will be advanced to 60 feet depth, and the other four will be advanced between 10 and 20 feet depth. Two of the borings will be constructed with a groundwater monitoring well. Pressure transducer data loggers will be installed in the wells to record groundwater levels.
5. Complete two pilot infiltration tests (PITs) one near each end of the planned approach embankment and two supplemental test pits to evaluate near-surface

conditions. The PIT locations will be coordinated with the project team and will ideally be within the footprint of proposed stormwater facilities.

6. Perform laboratory analysis of select soil samples. Laboratory analyses for engineering properties may include moisture content determination, fines content determination, grain-size distribution analysis, and Atterberg Limits. Laboratory testing for stormwater facilities will also include cation exchange capacity (CEC) and organic content tests on representative samples.

### **3.3 – Preliminary Geotechnical Engineering Analysis and Report Preparation**

1. Provide preliminary recommendations for the design and construction of bridge foundations based on AASHTO LRFD Bridge Design Specifications and WSDOT Bridge Design Manual, including seismic design parameters, drilled shaft or pile axial resistances, LPILE parameters for the analysis of lateral loading, and lateral and axial reduction factors for group effects, as appropriate.
2. Perform analysis and provide recommendations, as appropriate, of the interaction between the bridge foundations and the embankments.
3. Provide preliminary recommendations for the design of geosynthetic retaining walls based on WSDOT Standard Plans, including allowable soil bearing pressures, global stability analyses and settlement.
4. If necessary, provide preliminary recommendations for the design of ground improvement for the support of geosynthetic retaining wall embankments.
5. Provide recommendations for the design of sloped embankments based on the February 2022 WSDOT Geotechnical Design Manual (WSDOT GDM), as appropriate.
6. Provide recommendations for the design of monolithic cast-in-place retaining walls.
7. Develop preliminary recommendations for evaluation of stormwater management concepts based on available information and design concepts. Provide summary of observed groundwater fluctuation, characteristic infiltration rates based on grain-size correlations and PITs, conceptual-level evaluation of potential groundwater mounding based on reference concepts.
8. Develop preliminary geotechnical recommendations for signal and luminaire poles and sign structure foundations. Design recommendations will be based on WSDOT GDM and WSDOT Standard Plans, where applicable.
9. Develop geotechnical recommendations for asphalt concrete (AC) pavement design sections.

#### Assumptions

- Right of Way (ROW) permits and/or Right of Entry (ROE) agreements will be acquired by the City.
- No traffic control will be needed for site explorations. It is assumed that “Road Closure” barricade signs will be sufficient.
- Scope does not include groundwater mounding analysis during Phase 1.
- Scope does not include site-specific seismic response analysis during Phase 1.

#### Deliverables

- Draft Preliminary (30% Design) Geotechnical Report
- Final Preliminary (30% Design) Geotechnical Report
- Preliminary Geotechnical Reports will include exploration site plan, summary exploration logs and data, and applicable engineering figures.

#### **TASK NO. 4.0 – CIVIL ENGINEERING**

R&E and KPFF will provide Civil Engineering services as needed for the project. This work is expected to include:

Civil design and documentation will conform to the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications:

1. Standard Specifications for Road, Bridge, and Municipal Construction
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Hydraulics Manual
7. Construction Manual
8. Traffic Manual
9. General Special Provisions to the Standard Specifications

AASHTO Publications:

1. A Policy on Geometric Design of Highways and Streets
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

ECY Publications:

1. Stormwater Management Manual for Western Washington
2. Criteria for Sewage Works Design (Orange Book)

The analyses, design, plans, and estimates performed or prepared as part of the project will be in English units.

#### **4.1 – NOT USED**

#### **4.2 – Design Criteria (KPFF Lead)**

Prepare the design criteria elements and document. Potential design criteria elements include, but are not limited to:

- Planning documentation review
- Road classification
- Posted and Design Speed for roadway.
- Horizontal geometry constraints (including minimum radii for curves)
- Minimum lighting requirements
- Design Standards (e.g. City of Marysville, WSDOT Design Manual, AASHTO, NACTO)
- Maximum allowable vertical grades and rates of curvature for both bridge structure and access ramps
- Emergency access requirements
- ADA requirements

- Road classification configuration for pedestrian/bike or multimodal facility requirements
- Protection elements for bicyclists.
- Access limitations to adjacent parcels
- Jurisdictional standards and requirements for landscape and aesthetic treatments
- Define roadside safety barrier device and associated shoulder widths.

#### **4.3 - Roadway Modeling (KPFF)**

Develop and model proposed roadway. Design elements include, but are not limited to the following:

- Develop horizontal alignment alternatives (4), integrating avoidance to potential adjacent utility relocation alignments, wetland avoidance, fill impacts to adjacent parcels, and storm drainage treatment options.
- Develop vertical alignment alternatives (2), integrating evaluation to match to current road profile or future raised road profile and then to existing profile.
- Model proposed roadway section and create finish grade terrain model for use by Consultant team.

#### **4.4 - Retaining Wall Evaluation (KPFF)**

Generate earthwork embankment boundary for all alignments. Design elements include, but are not limited to the following:

- Generate earthwork boundary for minimal retaining wall configuration.
- Evaluate impacts to adjacent parcels and develop proposed retaining wall layouts that minimize impacts to sensitive areas and adjacent parcels.
- Evaluate cost of wall and compare to land acquisition costs to determine magnitude of wall program.
- Incorporate revisions to road section and shoulders for stormwater treatment requirements.
- Generate preferred alternative earthwork boundary.
- Generate wall alignments and neat line profiles.

#### **4.5 - ROW Impacts (KPFF)**

Produce overall parcel Right-of-Way plans from survey data, create ownership tables and parcel areas, takes, remainders and temporary construction easement areas and locate proposed right-of-way boundaries on plan. Design elements include, but are not limited to the following:

- Review title reports and tax parcel ownership records.
- Prepare right-of-Way plans at 50 scale per WSDOT ROW Plan guidelines.
- Generate parcel ownership ties if applicable.
- Show ROW acquisition needs for project and locate on Plan.
- Update ownership parcel data block for total parcel size, area of acquisition and residual.
- Identify Temporary Construction Easement needs with team and locate the limits of that temporary easement on the plans.
- Review and modify as requested by RESGNW.

## **4.6 – Storm Drainage (R&E):**

### **4.6.1 – Evaluate Existing Conveyance System**

R&E will conduct a site visit to become familiar with the project site and coordinate with the City to gather additional existing drainage data. R&E will evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the existing drainage reports.

### **4.6.2 – Review Existing Information**

R&E will evaluate available as-built drawings, City Stormwater Comp Plans, Snohomish County Stormwater Comp Plans, and developer drainage reports, for the project area. R&E will use this information to evaluate possible drainage detention and treatment options.

### **4.6.3 – Preliminary Alternative Evaluation**

R&E will develop a listing of storm drainage management alternatives incorporating various combinations of collection and treatment. R&E will develop the design criteria using City, Snohomish County, and ECY standards. R&E will meet with the City to review the alternatives and select a preferred alternative. R&E will prepare a preliminary estimate for the preferred alternative. R&E will incorporate the selected alternative into subsequent phases.

### **4.6.4 – Technical Memorandum**

R&E will submit a drainage technical memorandum to the City for their review and comments and will incorporate or address the City's comments and resubmit the drainage technical memorandum for final approval.

#### **Deliverables**

- Draft and final drainage technical memorandum
- Storm Facility Preliminary Estimate

## **4.7 – Utilities (R&E)**

R&E will evaluate available as-built drawings, recorded surveys, and franchise utility documents for the project area. R&E will prepare the design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements and coordinate utility potholing if required during Phase 2. R&E will use the subsequent pothole information and determine if the design can be modified to eliminate the conflict or whether the utility must be relocated. The City will notify the utilities if relocations are required. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's construction schedule.

### Assumptions

- Sanitary sewer and watermain upgrades will be in accordance with the City Sanitary Sewer Comp Plan and the Water Comp Plan. It is assumed that the Sanitary Sewer and Water Comp Plan have already sized the required mains.
- Stormwater generated from this project will require treatment and detention. Stormwater from adjacent properties outside of City right-of-way will be managed and maintained by private property owners outside of the City right-of-way following ECY guidelines and will not be included in this scope of work. Stormwater facilities will only be designed for stormwater generated from the proposed improvements within the City right of way (ROW). A bypass system to convey the adjacent properties stormwater to an existing outfall may be required and will be designed, if required, in subsequent phases.
- The City will provide a list of utilities and other agencies having jurisdiction in the project area. R&E will coordinate and obtain as-built/record drawings from the utility companies and other jurisdictional agencies having jurisdiction in the project area.
- The City will provide available as-built/record drawings for City owned utilities and franchises for the various utilities within City ROW.

## **4.8 – 30% Plans & Estimate (KPFF and R&E)**

### 4.8.1 – Plans

30% plans will be prepared in accordance with City standards. Civil plans are anticipated to include:

#### KPFF:

- Rail track vertical and horizontal alignment 1,000 feet north and south from the intersection with 156th Street NE, including existing utilities (existing utilities to be provided by R&E).
- Existing Site Plans
- TESC Plans
- Roadway plans
- Typical roadway sections
- Draft wall alignments and profiles
- Draft ROW Plans

#### R&E:

- Standard legend and symbols
- Preliminary water storm drain and treatment facility layout (which will include prelim roadway layout provided by KPFF)
- Preliminary water main and sanitary sewer main layout (which will include prelim roadway layout provided by KPFF)

### 4.8.2 – Estimated Construction Costs

Estimate construction work items per WSDOT Std Item table and generate a cost estimate for that work. Elements include, but are not limited to the following:



- Calculate and document quantities of construction items. Items will follow the WSDOT Std Item table except where City of Marysville General Special Provisions revise those items.
- Generate cross sections for earthwork estimate documentation.
- Prepare unit item cost estimate tabulation for the construction items using unit price history from WSDOT and local project bid tabulations provided by City of Marysville.
- Evaluate contingency and yearly escalation for anticipated year of bid.

#### Civil Assumptions

- The City and WSDOT standard plans and details (if applicable) will be included by reference and copies of the plans will be included in the Bid Contract Documents.
- Pavement design alternative configurations will be provided within another task within this Contract.

#### **TASK NO. 5.0 – STRUCTURAL ENGINEERING**

KPFF will provide structural engineering services, as required for the project. Structural project elements are anticipated to include a railroad crossing bridge structure, a second water crossing to replace an existing culvert west of the railroad and retaining walls at the bridge approach roadway. Unless noted otherwise, all descriptions in Task 5 refer to the railroad crossing bridge. The preferred alternative for the second water crossing structure is assumed to be a fish-passable structure; a precast concrete 3- or 4-sided box structure (less than 25-ft clear span).

This work is anticipated to include both a Type, Size and Location (TS&L) Study and Preliminary (30%) Design. Structural design and PS&E document preparation will be in accordance with the WSDOT Bridge Design Manual, the AASHTO LRFD Bridge Design Specifications, City and Snohomish County Design Standards, and the Washington State Standard Specifications and General Special Provisions. Current editions of all manuals at the time of notice-to-proceed will be used for design.

Anticipated tasks include:

##### **5.1 - Basis of Design**

KPFF shall prepare the basis of design based on contributions from the design team and City. The basis of design shall include the following items at a minimum:

- Identification of specifications and design codes
- Railroad parameters (temporary and permanent clearance geometry, etc.)
- Other project parameters (e.g. clearance for fish passage/drainage areas)
- Bridge and geotechnical design parameters
- Identify site constraints
- Identify construction phasing

The civil design criteria will be combined with the structural design criteria and submitted to the City as a single document.

#### Deliverables

- Draft Basis of Design Document
- Final Basis of Design Document w/ responses to review comments

### **5.2 - Develop Bridge Concepts**

KPFF shall perform the structural engineering work in support of the TS&L memo.

KPFF will develop bridge and wall concepts to support the design progression. Alternatives will be refined based on fatal flaws, risks, City input and project criteria. After initial screening, KPFF will prepare concept-level design for up to 3 alternatives for inclusion in the TS&L Study. Concept level structural analysis shall establish member types and depths, wall types and limits, types of foundations, and depths of foundations. The criteria, constraints and procedures used in determining the structural alternatives shall be summarized in the TS&L Study.

#### Assumptions

- Alternatives considered may include single-span precast concrete girders, single span steel girders and/or 2-span precast concrete girders.

### **5.3 - Bridge and Wall Costs for Alternatives**

KPFF will develop structural quantities/costs for the selected TS&L alternatives.

#### Deliverables

- Concept level construction quantities/costs.

### **5.4 - Bridge and Wall Drawings for Alternatives**

The following bridge plans will be developed for each alternative included in the TS&L Study:

- Plan, elevation, and typical section for each alternative
- Wall and foundation limits

#### Deliverables

- Draft Alternative Drawings with TS&L Study (pdf)
- Final Alternative Drawings with TS&L Study (pdf)

### **5.5 – Alternatives Workshop**

The different bridge alternatives, combined with roadway alignment alternatives, and associated plans, costs and a list of pros/cons for each alternative will be presented to the City. KPFF will facilitate the workshop to aid in evaluating the different alternatives, with the goal of either choosing a preferred alternative during the workshop or providing the City the information needed to choose a preferred alternative.

## **5.6 - Bridge Type, Size and Location Memo**

The TS&L memo shall describe the project, the preferred alternative and give reasons why the preferred bridge type, size and location were selected. KPFF shall produce the memo based on input received from the design team.

The information will be distilled into a technical memo which will generally follow the format listed below:

- Executive Summary
- Project Description
- Design Criteria
- Previous Studies
- Project Alternatives Considered (Screening)
- Alternatives Evaluation
- Cost Estimates (PE, ROW, Construction)
- Preferred Alternative Recommendation
- Appendices
  - Conceptual Plans
  - Detailed Cost Estimates
  - Technical Memorandums
  - Backup Data

### Assumptions:

- The City will distribute the Draft TS&L report for review and comment by City staff and project stakeholders.
- All comments received on the Draft TS&L report will be compiled into one document prior to sending to KPFF for review and response.

### Deliverables:

- Draft TS&L Memo (electronic copy)
- Comment responses to Draft TS&L Memo (electronic copy)
- Final TS&L Memo (electronic copy)

## **5.7 - Project Renderings**

KPFF will develop concept renderings of up to 2 project alternatives. An isometric view (or elevation) along with a plan view depicting the bridge/roadway alignment will be submitted and used for presentation/meetings with the City.

### Deliverables

- Draft Graphics (pdf or jpeg)
- Final Graphics (pdf or jpeg)

## 5.8 - 30% Plans and Estimated Construction Costs

While the preferred structure alternative is unknown at this time, for the purposes of scoping and estimating efforts, it is assumed that the selected alternative will be a single span precast concrete bridge.

The structural engineering team will advance the preferred alternative to a preliminary 30% design level. Structure sizing and layout will be coordinated with the civil engineers to finalize the structure's geometry. Initial structure weights will be coordinated with the geotechnical engineer to develop preliminary foundation sizing. Preliminary structural designs will be performed to establish structure depths and verify railroad and fish passage/drainage waterway clearances. The provided structural designs will also include selection of design elements that will streamline the construction schedule, keep construction and life/cycle costs low, and minimize future maintenance for the City.

### Deliverables

- 30% Design Plans (11x17 PDF)
  - Cover Sheet and Vicinity Map
  - Railroad Crossing:
    - Plan and Elevation
    - Typical Section
    - Foundation Plan
    - Abutment Plan and Elevation
  - Second (west) water crossing
    - Plan, elevation and typical section
  - Retaining Wall Sections, if applicable
- 30% Level Estimated Structural Quantities and Associated Costs (PDF)

## 5.9 – Permitting Support

KPFF Structural Engineers will be available for responding to questions and information requests from the environmental/permitting team members, as needed. Up to 16 hours of time is allotted for this task.

### Structural Assumptions

- The preferred alternative will be selected at the end of the alternatives workshop phase without further structural coordination.
- Estimates of structural quantities and associated costs will be presented in WSDOT/APWA unit bid item format.
- This scope and level of effort assumes that the railroad structure will consist of a single-span bridge. If, during alternatives analysis, it is determined that a multi-span bridge is preferred, additional efforts may be required.
- 30% design plans will be utilized for permit applications and Stakeholder Coordination.

### **TASK NO. 6.0 – PROPERTY ACQUISITION**

RESGNW will support the preliminary design by providing input necessary to acquire required property in future phases. Anticipated tasks include:

1. Attend Kickoff meeting and Preliminary Design Workshop.
2. Review Title Reports – Review up to (5) property titles. Identify any problematic encumbrances and/or other title issues and propose solutions.
3. Identify right-of-way impacts – Develop a list of pros and cons for the ROW impacts by each proposed alternative.
4. Determine preliminary ROW costs – Prepare cost estimate for any permanent easements, ROW takes, and temporary construction easements required for each alternative.

#### Assumptions

- City will obtain title reports.

#### Deliverables

- Title memos
- Preliminary right-of-way cost
- List of pros and cons for each alternative

### **TASK NO.7.0 – ENVIRONMENTAL DOCUMENTATION / PERMITTING**

Widener will provide preliminary permitting and environmental documentation and coordination required for the project. Anticipated tasks include:

#### **7.1 – Design Assistance and Early Agency Coordination**

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Widener and Associates, working with KPFF, will assist the City in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred alternative will be documented in the project TS&L report.

It is assumed that this effort will be accomplished by the graphics and design drawings required to complete the TS&L and to conduct the open houses and that no other special presentation materials are required.

#### Deliverable(s):

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.

## 7.2 – Section 106 APE (Cultural and Historic Resources)

This work will be completed by another consultant under Task 8 (below).

## 7.3 – Noise Study

The purpose of the Traffic Noise Report is to evaluate traffic noise levels at sensitive receptors near the project that would be potentially affected by traffic noise and to identify potential mitigation measures. The Traffic Noise Report will be developed in accordance with the Washington State Department of Transportation's Environmental Procedures Manual.

1. Sound Level Measurements:  
After review of the proposed project alternatives the Consultant shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The Consultant will measure existing noise levels during the peak hours to be used in calibrating the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. During these measurements, sources of existing noise and topographical features will be noted and traffic speeds and vehicle numbers and mix will be noted.
2. Construction Noise Impact Evaluation:  
The noise analysis will evaluate potential short-term impacts of noise from construction activities. Construction noise on nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.
3. Traffic Noise Impact Evaluation:  
The Consultant will evaluate traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the worst-case build alternative. The worst-case scenario will be selected from among the build alternatives, and will be chosen based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict PM peak-hour Leq noise levels from traffic at a maximum of fifteen (15) receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.
4. Mitigation Analysis:  
The Consultant will identify mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. Mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model.

### Deliverable(s):

- A draft Traffic Noise Analysis Report for review by City with accompanying draft special provisions if required.
- A draft Traffic Noise Analysis Report, incorporating the City's comments, for submittal to FHWA/WSDOT.

- A revised final Traffic Noise Analysis Report, incorporating comments by FHWA/WSDOT, for submittal for approval.

#### **7.4 – Biological Assessment (BA)**

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed, and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the City for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

#### Deliverable(s):

- A draft BA for review by City with accompanying draft special provisions if required.
- A draft BA, incorporating the City's comments, for submittal to FHWA/WSDOT.
- A revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
- A final BA that incorporates NOAA Fisheries and USFWS comments.

## **7.5 – Environmental Justice Survey**

Services required to complete an environmental justice (EJ) analysis includes the following main components:

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any environmental justice populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

### Deliverable(s):

- The draft EJ documentation will be provided.
- The final EJ documentation will be provided incorporating City comments.
- The final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

## **7.6 – Wetland Delineation**

1. The purpose of the updated wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary.
2. The Consultant shall redevelop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987.
3. The Consultant shall delineate wetlands within 200 feet of the project area.
4. The Consultant shall update the comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation.
5. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act.
6. The final report and associated documents shall be in a format acceptable to the USACE.
7. Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

### Deliverable(s):

- A draft Wetland Delineation Report for review by City with accompanying draft special provisions if required.
- A draft Wetland Delineation Report, incorporating the City's comments, for submittal to USACE.
- A revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.



### **7.7 – Hazardous Materials Memo**

A Hazardous Materials Memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on the overcrossing project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present or those with strong pungent or noxious odors. The scope of services for this study will include;

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

#### Deliverable(s):

- A draft Hazmat Memo will be provided.
- A draft of the Hazmat Memo will be provided incorporating City comments.
- The final Hazmat Memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

### **7.8 – NEPA CE**

Based on Widener & Associates current understanding that the project actions meet the criteria contained in 23 CFR 771.117 for a NEPA Categorical Exclusion services will be provided to prepare a NEPA CE form. A project CE form will be prepared by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

#### Deliverable(s):

- A draft of the NEPA CE will be provided.
- The final NEPA CE documentation will be provided incorporating City comments.
- The final NEPA CE documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

### **7.9 – Hydraulic/Tribal Coordination Memorandum**

A Hydraulic/Tribal Coordination memorandum will be prepared to inform the design of the stream channel crossing sizing requirements. The memorandum will address the following issues:

1. Identification of channel crossing sizing requirements.
2. Ability of the crossing to pass the 100-year flood elevation.
3. Effects on the channel and embankment upstream and downstream from the crossing.
4. Identification of bank protection, grade control, and stream bed characteristics.

Assumptions and Exclusions:

- Adequate flow data is available to support the report.

Deliverable(s):

- Draft Hydraulic/Tribal Coordination memorandum addressing KPFF, City and Tribal comments.
- Final Hydraulic/Tribal Coordination memorandum.

**7.10 – Wetland and Riparian Mitigation Plan**

The Consultant will prepare a wetland and riparian mitigation plan to discuss how the project will mitigate wetland and riparian impacts within the project limits. We will complete the plan according to the requirements of the US Army Corps of Engineers (USACE) and the City of Marysville.

To complete the plan, the Consultant will:

1. Collect on-site data and information about the boundaries of the existing wetlands and riparian areas.
2. Develop a conceptual planting plan or a bank use plan for mitigation based on the preferred mitigation option.
3. Prepare a draft of the mitigation plan that includes a narrative describing the proposed mitigation, monitoring (if needed) and including accompanying draft special provisions (if required), a vicinity map, a plan view and/or detail maps of the proposed mitigation, and other informational maps as required by the permitting agencies. The plan will be provided for City review, revised according to City comments, and submitted to the reviewing agencies.

Assumptions and Exclusions:

- City comments on the mitigation plan will be minor in extent and editorial in nature.

Deliverable(s):

- The draft mitigation plan for City review with accompanying draft special provisions if required.
- The final mitigation plan, incorporating the City's comments, for submittal to City planning and USACE.

**7.11– Permitting**

Widener will coordinate, assemble, and facilitate all necessary environmental permits to a standard acceptable by the permitting agencies for both the project and geotechnical drilling.

Coordination to obtain permits include:

1. 404 Permit
2. 401 Certification
3. Hydraulic Project Approval
4. Critical Areas Permit

Application to be submitted:

1. JARPA
2. City Critical Areas Permit
3. HPA APP

Deliverable(s):

- Permit application shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant, Widener & Associates shall also provide a draft transmittal letter for submittal of the application by the City. (or by the Consultant on behalf of the City)
- Draft application, including supporting information, shall be submitted to the City for review and comment.
- Revised permit application shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permit.

#### **7.12 – SEPA**

The Consultant shall complete appropriate SEPA documentation including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The Consultant will coordinate with the City's Community Development group to gain a clear understanding of SEPA review expectations and requirements. Subsequent to this, the Consultant will address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s):

- SEPA Checklist and response to associated comments

#### **TASK NO.8.0 – CULTURAL RESOURCES SURVEY REPORT**

Equinox Research and Consulting International, Inc (ERCI) will provide services necessary for compliance with Cultural Resources/Section 106. Anticipated tasks include:

1. Assist in Developing an APE for review and approval by WSDOT
2. Pedestrian and Subsurface Survey
3. Coordinate with Agencies and Tribes

Assumptions

- No Human Remains will be encountered
- No Cultural Landscape Assessment will be required
- No Historic Property Inventory will be required

Deliverables

- Draft and Final Report to State and Federal Standards

### ***TASK NO. 9.0 – BNSF COORDINATION***

KPFF will prepare limited submittals for Burlington Northern Sante Fe (BNSF) Railway review in accordance with the Union Pacific Railroad-BNSF Railway Guidelines for Railroad Grade Separation Projects as part of this initial agreement. If additional submittals are necessary, they will be included in Phase 2.

#### BNSF Coordination

Up to 60 hours has been allotted to coordinate with BNSF. This coordination may include meetings, emails, responding to comments, etc., as necessary.

#### Prepare Temporary Occupancy Application and Safety Plan

KPFF will prepare a BNSF Temporary Occupancy Application and Safety Plan for permission to survey and perform environmental fieldwork within the BNSF right-of-way. The Temporary Occupancy Permit will specify BNSF requirements that must be met to conduct fieldwork within the BNSF right-of-way. This will include limited coordination with BNSF by KPFF.

#### Obtain As-Built AND PROPOSED Track Plans

KPFF will contact BNSF and request existing and proposed track plans for the project vicinity so they are available during project design.

#### Concept and 30% Submittals

KPFF will prepare the required documents for Concept and 30% Submittals in accordance with the requirements of the BNSF Grade Separation Guidelines (for overcrossing structures).

#### Assumptions

- KPFF will submit BNSF documents to the City and the City will submit documents prepared by KPFF to BNSF.
- The City will pay for any fees necessary for BNSF Temporary Occupancy Application and document submittals.
- The City will pay for BNSF flagging, as necessary to complete the design field work within the BNSF ROW (surveying)
- No more than one round of comments from BNSF on the submittals will need responses.
- Preparation of the C&M Agreement with BNSF will be completed as part of Phase 2.

#### Deliverables

- (1) BNSF Temporary Occupancy Permit Application
- BNSF Concept Submittal
- BNSF 30% Submittal

**Exhibit B**  
**DBE Participation**

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Agreement Number: R2201-1

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

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey deliverables, including CADD files, shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023. Survey data should be provided in \*.csv file format with each file name containing the project number and date is was collected.

B. Roadway Design Files

C. Computer Aided Drafting Files

CADD files shall be prepared in accordance with the City's CADD Standards, publication date June 26, 2023.

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

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

AutoCAD basemap of the topographic survey, rights of way, and boundaries, survey data provided in \*.csv file format, as well as a Civil 3D surface file, and exhibits and descriptions to accompany easements and right of way dedication documents.

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

The City will provide Right of Entry from property owners, as needed to collect survey

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data



A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

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

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See pages that follow.

Exhibit D-1

**KPFF Consulting Engineers**

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal	28.00	X	\$ 80.78	=	\$ 2,261.71
Project Manager/EOR	306.00	X	\$ 78.27	=	\$ 23,949.70
Lead Civil Engineer	238.00	X	\$ 83.91	=	\$ 19,971.56
Senior Engineer II	30.00	X	\$ 76.45	=	\$ 2,293.62
Senior Engineer I	333.00	X	\$ 68.46	=	\$ 22,797.18
Project Engineer II	490.00	X	\$ 62.37	=	\$ 30,560.68
Project Engineer I	0.00	X	\$ 58.01	=	\$ -
Design Engineer III	0.00	X	\$ 53.53	=	\$ -
Design Engineer II	24.00	X	\$ 48.10	=	\$ 1,154.44
Design Engineer I	260.00	X	\$ 44.59	=	\$ 11,592.89
Senior Drafter	72.00	X	\$ 67.85	=	\$ 4,885.30
CAD Drafter	440.00	X	\$ 60.35	=	\$ 26,555.76
Survey Principle	28.00	X	\$ 81.73	=	\$ 2,288.44
Sr. Project Surveyor	68.00	X	\$ 53.07	=	\$ 3,608.76
Project Surveyor	84.00	X	\$ 43.50	=	\$ 3,654.00
Crew Chief	88.00	X	\$ 40.00	=	\$ 3,520.00
Instrument person	80.00	X	\$ 28.00	=	\$ 2,240.00
CAD Tech	136.00	X	\$ 40.00	=	\$ 5,440.00
Project Coordinator	78.00	X	\$ 44.10	=	\$ 3,440.06
Admin	48.00	X	\$ 34.23	=	\$ 1,643.04
<i>Total Direct Labor</i>					\$ 171,857.15
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	151.53%	X	\$171,857.15	=	\$ 260,415.14
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	31.66%	X	\$171,857.15	=	\$ 54,409.97
<i>Direct Labor Subtotal</i>					\$ 486,682.26
<b>Reimbursable Items</b>					
Mileage	(340 Miles x \$0.67/mile)				\$ 227.80
Airfare	(Allowance)				\$ -
Per Diem	(Hotel + Meals @ \$240.00 x 5 trips)				\$ 1,200.00
UAV LiDAR Flight	1 ea.				\$ 2,500.00
(Blank)	(Allowance)				\$ -
<i>Subtotal</i>					\$ 3,927.80
<b>Subconsultant Total:</b>					<b>\$459,718.83</b>
<b>GRAND TOTAL:</b>					<b>\$950,328.89</b>

April 25, 2024

		KPFF Consulting Engineers																			KPFF		
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EOR	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin		
Item	SCOPE OF WORK	\$80.78	\$78.27	\$83.91	\$76.45	\$68.46	\$62.37	\$58.01	\$53.53	\$48.10	\$44.59	\$67.85	\$60.35	\$81.73	\$53.07	\$43.50	\$40.00	\$28.00	\$40.00	\$44.10	\$34.23	2,8319	
<b>1</b>	<b>PROJECT MANAGEMENT</b>																						
1.00	Project Work Plan		10			20															10	\$7,343	
1.10	Preparation of Contract Documents, Invoices, and Progress Reports		12			12															32	\$8,983	
1.20	Coordination with Sub-consultants		40																		24	\$11,863	
1.30	Coordination with City and WSDOT LP Staff		39																		12	\$10,143	
1.40	Estimated Project Schedule		4			8																\$2,438	
1.50	Team Project Meetings		54	22		33	22															\$27,480	
1.60	Meetings With Project Stakeholders		30			10																\$8,588	
1.70	PS&E Submittal and Contract Package Compilation		6			20					16											\$8,282	
1.80	Risk Register		20																			\$4,433	
1.90	Project and Document QA/QC	12	16								16											\$9,366	
	<b>Labor Subtotal:</b>	<b>12</b>	<b>231</b>	<b>22</b>	<b>0</b>	<b>103</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>0</b>	<b>\$98,918</b>	
	<b>Reimbursables:</b>																					<b>\$228</b>	
<b>2</b>	<b>SURVEYING</b>																						
2.10	Field Control Survey Conventional and GPS													2	6		16	16				\$4,446	
2.20	Utility Locates and Coordination														2		8					\$1,207	
2.30	Topographic and UAV Survey																64	64	16			\$14,137	
2.40	Prepare CAD Basemap													16	40	24				120		\$26,264	
2.50	Exhibits and Descriptions for up to 10 Takes													10	20	60						\$12,712	
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>68</b>	<b>84</b>	<b>88</b>	<b>80</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>\$58,765</b>	
	<b>Reimbursables:</b>																					<b>\$3,700</b>	
<b>3</b>	<b>GEOTECHNICAL ENGINEERING</b>																						
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
	<b>Reimbursables:</b>																						
<b>4</b>	<b>CIVIL ENGINEERING</b>																						
4.10	NOT USED																						
4.20	Design Criteria			40		56															8	\$20,172	
4.30	Roadway Modeling			40		120							80									\$44,373	
4.40	Retaining Wall Evaluation			32		64							24									\$23,010	
4.50	ROW Impacts			48		84							64									\$37,181	
4.60	Storm Drainage																						
4.6.1	Evaluate Existing Conveyance System																						
4.6.2	Review Existing Information																						
4.6.3	Preliminary Alternative Evaluation																						
4.6.4	Technical Memorandum																						
4.6.5	Storm Facility Preliminary Estimate																						
4.70	Utilities																						
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)																						
4.7.2	Storm Drain Details																						
4.7.3	Prelim Watermain System Layout																						
4.7.4	Watermain Details																						
4.7.5	Prelim Sanitary Sewer System Layout																						
4.7.6	Sanitary Sewer Details																						
4.7.7	Roadway Sections/Layout																						
4.7.8	not used																						
4.7.9	Standard Legend and Symbols																						
4.7.10	Acquire As Builts and Recorded Surveys																						
4.7.11	Review Franchise Utility As Builts and Locates																						
4.7.12	Review City Utility As Builts and Locates																						
4.7.13	Identify Utility Conflicts																						
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence																						
4.80	30% Plans and Estimate																						
4.8.1	Plans			40		120							80									\$44,373	
4.8.2	Estimated Construction Costs			16		24				24			4									\$11,994	
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>216</b>	<b>0</b>	<b>0</b>	<b>468</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>262</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$181,104</b>	
	<b>Reimbursables:</b>																					<b>\$0</b>	

April 25, 2024		KPFF Consulting Engineers																			KPFF		
156TH ST NE RR OVERCROSSING		Principal	Project Manager/EOR	Lead Civil Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Senior Drafter	CAD Drafter	Survey Principle	Sr. Project Surveyor	Project Surveyor	Crew Chief	Instrument person	CAD Tech	Project Coordinator	Admin		
Item	SCOPE OF WORK	\$80.78	\$78.27	\$83.91	\$76.45	\$68.46	\$62.37	\$58.01	\$53.53	\$48.10	\$44.59	\$67.85	\$60.35	\$81.73	\$53.07	\$43.50	\$40.00	\$28.00	\$40.00	\$44.10	\$34.23	2.8319	
<b>5</b>	<b>STRUCTURAL ENGINEERING</b>																						
5.10	Basis of Design		1			8								16									
5.20	Develop Bridge Concepts		4			60								40								\$3,793	
5.30	Bridge and Wall Costs for Alternatives		2			12								40								\$12,519	
5.40	Bridge and Wall Drawings for Alternatives		4			30							60									\$7,821	
5.50	Alternatives Workshop		12			24							60									\$24,534	
5.60	Bridge Type, Size and Location Memo	8	8			24							40									\$10,343	
5.70	Project Renderings		2			12						40									40	\$13,307	
5.80	Plans and Estimated Construction Coets	8	8			48							80									\$14,333	
5.90	Permitting Support		4			12							128									\$44,888	
																						\$3,213	
	<b>Labor Subtotal:</b>	16	45	0	0	230	0	0	0	0	260	40	188	0	0	0	0	0	0	0	40	\$134,750	
	<b>Reimbursables:</b>																						
<b>6</b>	<b>RIGHT-OF-WAY</b>																						
	<b>Labor Subtotal:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
	<b>Reimbursables:</b>																						
<b>7</b>	<b>ENVIRONMENTAL DOCUMENTATION / PERMITTING</b>																						
	<b>Labor Subtotal:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
	<b>Reimbursables:</b>																						
<b>8</b>	<b>CULTURAL RESOURCES SURVEY REPORT</b>																						
	<b>Labor Subtotal:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
	<b>Reimbursables:</b>																						
<b>9</b>	<b>BNSF COORDINATION</b>																						
9.10	BNSF Coordination		30		30																	\$13,145	
	<b>Labor Subtotal:</b>	0	30	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$13,145	
	<b>Reimbursables:</b>																					\$0	
	<b>Labor Sum:</b>	28	306	238	30	333	490	0	0	24	260	72	440	28	68	84	88	80	136	78	48	\$486,682	
	<b>Reimbursable Sum:</b>																						\$3,928
	<b>TOTAL:</b>																						\$490,610

## ***Exhibit E*** ***Sub-consultant Cost Computations***

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If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See pages that follow.

**Reichhardt & Ebe Engineering**

## Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
E VII	174.00	X	\$ 74.00	=	\$ 12,876.00
E V	16.00	X	\$ 57.50	=	\$ 920.00
EIV	250.00	X	\$ 51.00	=	\$ 12,750.00
E III	3.00	X	\$ 45.00	=	\$ 135.00
E I	66.00	X	\$ 35.00	=	\$ 2,310.00
T VII	4.00	X	\$ 53.50	=	\$ 214.00
T VI	4.00	X	\$ 45.00	=	\$ 180.00
T V	112.00	X	\$ 38.25	=	\$ 4,284.00
C V	4.00	X	\$ 40.00	=	\$ 160.00
C IV	0.00	X	\$ 32.00	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 33,829.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	151.28%	X	\$33,829.00	=	\$ 51,176.51
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	29.86%	X	\$33,829.00	=	\$ 10,101.34
<i>Direct Labor Subtotal</i>					\$ 95,106.85
<b>Reimbursable Items</b>					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
<b>GRAND TOTAL:</b>					<b>\$95,106.85</b>

Exhibit D-1

**RES Group Northwest**

Consultant Fee Summary  
 Cost Plus Fixed Fee Consultant Agreement  
**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Senior ROW Agent	30.00	X	\$ 72.00	=	\$ 2,160.00
Title 2	0.00	X	\$ -	=	\$ -
Title 3	0.00	X	\$ -	=	\$ -
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 2,160.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	83.48%	X	\$2,160.00	=	\$ 1,803.17
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	29.86%	X	\$2,160.00	=	\$ 644.98
<i>Direct Labor Subtotal</i>					\$ 4,608.14
<b>Reimbursable Items</b>					
Mileage	(## Miles x \$0.67/mile)			\$	-
Airfare	(Allowance)			\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)			\$	-
Subcontract	(Sub Name & Task)			\$	-
(Blank)	(Allowance)			\$	-
<i>Subtotal</i>					\$ -
<b>GRAND TOTAL:</b>					<b>\$4,608.14</b>



Exhibit D-1

**Widener**

Consultant Fee Summary  
 Cost Plus Fixed Fee Consultant Agreement  
**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Project Manager	328.00	X	\$ 75.00	=	\$ 24,600.00
Senior Biologist	477.00	X	\$ 55.00	=	\$ 26,235.00
Project Biologist	1245.00	X	\$ 35.00	=	\$ 43,575.00
Title 4	0.00	X	\$ -	=	\$ -
Title 5	0.00	X	\$ -	=	\$ -
Title 6	0.00	X	\$ -	=	\$ -
Title 7	0.00	X	\$ -	=	\$ -
Title 8	0.00	X	\$ -	=	\$ -
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 94,410.00
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	118.84%	X	\$94,410.00	=	\$ 112,196.84
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	29.86%	X	\$94,410.00	=	\$ 28,190.83
<i>Direct Labor Subtotal</i>					\$ 234,797.67
<b>Reimbursable Items</b>					
Mileage	(3,732 Miles x \$0.67/mile)				\$ 2,500.44
Airfare	(Allowance)				\$ -
Per Diem	(Hotel + Meals @ \$#.## x # trips)				\$ -
Subcontract	(Sub Name & Task)				\$ -
(Blank)	(Allowance)				\$ -
<i>Subtotal</i>					\$ 2,500.44
<b>GRAND TOTAL:</b>					<b>\$237,298.11</b>

Exhibit D-1

**Equinox Research & Consulting International**

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal Investigator	6.00	X	\$ 55.00	=	\$ 330.00
Editor and Technical Specialist	2.00	X	\$ 55.00	=	\$ 110.00
Biological Anthropologist	0.50	X	\$ 40.00	=	\$ 20.00
Geoarchaeologist or other speci	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 5	0.00	X	\$ 40.00	=	\$ -
Senior Archaeologist 4	0.00	X	\$ 38.00	=	\$ -
Senior Archaeologist 3	0.00	X	\$ 36.00	=	\$ -
Archaeological Historian	0.00	X	\$ 29.00	=	\$ -
Senior Archaeologist 2	8.00	X	\$ 34.00	=	\$ 272.00
Senior Archaeologist 1	0.00	X	\$ 33.00	=	\$ -
Historian	0.00	X	\$ 30.00	=	\$ -
Archaeologist 5	8.00	X	\$ 29.00	=	\$ 232.00
Archaeologist 4	24.00	X	\$ 28.00	=	\$ 672.00
Archaeologist 3	10.00	X	\$ 27.00	=	\$ 270.00
Archaeologist 2	0.00	X	\$ 26.00	=	\$ -
Archaeologist 1	0.00	X	\$ 25.00	=	\$ -
Archaeological Technician	24.00	X	\$ 24.00	=	\$ 576.00
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -

*Total Direct Labor* \$ 2,482.00

**Overhead (OH) Cost**

OH Rate x DSC of 156.18% X \$2,482.00 = \$ 3,876.39

**Fixed Fee (FF)**

FF Rate x DSC of 29.86% X \$2,482.00 = \$ 741.13

*Direct Labor Subtotal* \$ 7,099.51

**Reimbursable Items**

Mileage	(## Miles x \$0.67/mile)	\$	-
Airfare	(Allowance)	\$	-
Per Diem	(Hotel + Meals @ \$#.## x # trips)	\$	-
Subcontract	(Sub Name & Task)	\$	-
(Blank)	(Allowance)	\$	-
	<i>Subtotal</i>	\$	-

**GRAND TOTAL:** \$7,099.51

## Exhibit D-1

**GeoEngineers**

Consultant Fee Summary  
 Cost Plus Fixed Fee Consultant Agreement  
**156TH ST NE RR OVERCROSSING**

<b>Classification</b>	<b>Total Hours</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal	8.00	X	\$ 96.79	=	\$ 774.32
Associate	51.00	X	\$ 79.01	=	\$ 4,029.51
Senior Engineer/Scientist 1 and 2	16.00	X	\$ 74.52	=	\$ 1,192.32
Project Engineer/Scientist 1 and 2	106.00	X	\$ 58.67	=	\$ 6,219.02
Staff Engineer/Scientist 2 and 3	136.00	X	\$ 46.14	=	\$ 6,275.04
Senior Technician	36.00	X	\$ 33.98	=	\$ 1,223.28
CAD Designer	20.00	X	\$ 33.98	=	\$ 679.60
Administrative 2	37.00	X	\$ 38.13	=	\$ 1,410.81
Title 9	0.00	X	\$ -	=	\$ -
Title 10	0.00	X	\$ -	=	\$ -
Title 11	0.00	X	\$ -	=	\$ -
Title 12	0.00	X	\$ -	=	\$ -
Title 13	0.00	X	\$ -	=	\$ -
Title 14	0.00	X	\$ -	=	\$ -
Title 15	0.00	X	\$ -	=	\$ -
Title 16	0.00	X	\$ -	=	\$ -
Title 17	0.00	X	\$ -	=	\$ -
Title 18	0.00	X	\$ -	=	\$ -
Title 19	0.00	X	\$ -	=	\$ -
Title 20	0.00	X	\$ -	=	\$ -
<i>Total Direct Labor</i>					\$ 21,803.90
<b>Overhead (OH) Cost</b>					
OH Rate x DSC of	209.50%	X	\$21,803.90	=	\$ 45,679.17
<b>Fixed Fee (FF)</b>					
FF Rate x DSC of	29.86%	X	\$21,803.90	=	\$ 6,510.64
<i>Direct Labor Subtotal</i>					\$ 73,993.72
<b>Reimbursable Items</b>					
Mileage	(750 Miles x \$0.67/mile)				\$ 502.50
Per Diem	(Hotel + Meals @ \$400 x 2 trips)				\$ 800.00
Laboratory Testing (Sieve Analy)	(16 tests @ \$150/test)				\$ 2,400.00
Laboratory Testing (Moisture Co)	(10 tests @ \$23/test)				\$ 230.00
Atterberg Limits	(4 tests @ \$210/test)				\$ 840.00
Laboratory Testing (Organic Cor)	(4 tests @ \$110/test)				\$ 440.00
Drilling Subcontractor	1 each				\$ 17,000.00
Test Pit/PITs Subcontractor	1 each				\$ 11,000.00
CPT Subcontractor	1 each				\$ 6,000.00
Soil Testing (CEC) Subcontract	(4 tests @ \$200/test)				\$ 800.00
Piezoelectric Pressure Transduc	(2 @ \$800 each)				\$ 1,600.00
(Blank)	(Allowance)				\$ -
<i>Subtotal</i>					\$ 41,612.50
<b>GRAND TOTAL:</b>					<b>\$115,606.22</b>

April 25, 2024		Reichhardt & Ebe Engineering										R&E	
156TH ST NE RR OVERCROSSING		E VII	E V	E IV	E III	E I	T VII	T VI	T V	C V	C IV	Title 20	
Item	SCOPE OF WORK	\$74.00	\$57.50	\$51.00	\$45.00	\$35.00	\$53.50	\$45.00	\$38.25	\$40.00	\$32.00	\$0.00	2.8114
<b>1</b>	<b>PROJECT MANAGEMENT</b>												
1.00	Project Work Plan												
1.10	Preparation of Contract Documents, Invoices, and Progress Reports	8							4	4			\$2,544
1.20	Coordination with Sub-consultants												
1.30	Coordination with City and WSDOT LP Staff												
1.40	Estimated Project Schedule												
1.50	Team Project Meetings	32		20					4				\$9,955
1.60	Meetings With Project Stakeholders												
1.70	PS&E Submittal and Contract Package Compilation												
1.80	Risk Register												
1.90	Project and Document QA/QC												
	<b>Labor Subtotal:</b>	<b>40</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>\$12,499</b>
	<b>Reimbursables:</b>												
<b>2</b>	<b>SURVEYING</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>3</b>	<b>GEOTECHNICAL ENGINEERING</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>4</b>	<b>CIVIL ENGINEERING</b>												
4.10	NOT USED												
4.20	Design Criteria												
4.30	Roadway Modeling												
4.40	Retaining Wall Evaluation												
4.50	ROW Impacts												
4.60	Storm Drainage												
4.6.1	Evaluate Existing Conveyance System	8		10					10				\$4,174
4.6.2	Review Existing Information	18		20		8			4				\$7,830
4.6.3	Preliminary Alternative Evaluation	36	2	48		20			24				\$19,244
4.6.4	Technical Memorandum	10		20					6				\$5,593
4.6.5	Storm Facility Preliminary Estimate	10	2	20		6			6				\$6,507
4.70	Utilities												
4.7.1	Prelim Storm Drain System Layout (Selected Alternative)	20	8	36		16	2		16				\$14,212
4.7.2	Storm Drain Details			2	1				2				\$628
4.7.3	Prelim Watermain System Layout	4	2	6		4	1		2				\$2,775
4.7.4	Watermain Details			2	1				2				\$628
4.7.5	Prelim Sanitary Sewer System Layout	6	2	8		6	1		4				\$3,890
4.7.6	Sanitary Sewer Details			2	1				2				\$628
4.7.7	Roadway Sections/Layout			2					4				\$717
4.7.8													
4.7.9	Standard Legend and Symbols			2					2				\$502
4.7.10	Acquire As Builts and Recorded Surveys	2		8					4				\$1,993
4.7.11	Review Franchise Utility As Builts and Locates	2		8					2				\$1,778
4.7.12	Review City Utility As Builts and Locates	2		6									\$1,276
4.7.13	Identify Utility Conflicts	2		10		4		4	6				\$3,395
4.7.14	Coordinate Utility Relocations/Meeting/Correspondence	8		8		2			4				\$3,438
4.80	30% Plans and Estimate												
4.8.1	Plans			4					4				\$1,004
4.8.2	Estimated Construction Costs	6		8									\$2,395
	<b>Labor Subtotal:</b>	<b>134</b>	<b>16</b>	<b>230</b>	<b>3</b>	<b>66</b>	<b>4</b>	<b>4</b>	<b>104</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$82,607</b>
	<b>Reimbursables:</b>												
<b>5</b>	<b>STRUCTURAL ENGINEERING</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>6</b>	<b>RIGHT-OF-WAY</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>7</b>	<b>ENVIRONMENTAL DOCUMENTATION / PERMITTING</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>8</b>	<b>CULTURAL RESOURCES SURVEY REPORT</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
<b>9</b>	<b>BNSF COORDINATION</b>												
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>												
	<b>Labor Sum:</b>	<b>174</b>	<b>16</b>	<b>250</b>	<b>3</b>	<b>66</b>	<b>4</b>	<b>4</b>	<b>112</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>\$95,107</b>
	<b>Reimbursable Sum:</b>												<b>\$0</b>
	<b>TOTAL:</b>												<b>\$95,107</b>

April 23, 2024		RES Group Northwest		RESGNW
156TH ST NE RR OVERCROSSING		Senior ROW Agent	Title 20	
Item	SCOPE OF WORK	\$72.00	\$0.00	2.1334
<b>1</b>	<b>PROJECT MANAGEMENT</b>			
1.00	Project Work Plan			
1.10	Preparation of Contract Documents, Invoices, and Progress Reports			
1.20	Coordination with Sub-consultants			
1.30	Coordination with City and WSDOT LP Staff			
1.40	Estimated Project Schedule			
1.50	Team Project Meetings			
1.60	Meetings With Project Stakeholders			
1.70	PS&E Submittal and Contract Package Compilation			
1.80	Risk Register			
1.90	Project and Document QA/QC			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>2</b>	<b>SURVEYING</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>3</b>	<b>GEOTECHNICAL ENGINEERING</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>4</b>	<b>CIVIL ENGINEERING</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>5</b>	<b>STRUCTURAL ENGINEERING</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>6</b>	<b>RIGHT-OF-WAY</b>			
6.10	Property Acquisition	30		\$4,608
	<b>Labor Subtotal:</b>	<b>30</b>	<b>0</b>	<b>\$4,608</b>
	<b>Reimbursables:</b>			
<b>7</b>	<b>ENVIRONMENTAL DOCUMENTATION / PERMITTING</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>8</b>	<b>CULTURAL RESOURCES SURVEY REPORT</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
<b>9</b>	<b>BNSF COORDINATION</b>			
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>			
	<b>Labor Sum:</b>	<b>30</b>	<b>0</b>	<b>\$4,608</b>
	<b>Reimbursable Sum:</b>			<b>\$0</b>
	<b>TOTAL:</b>	<b>TOTAL:</b>		<b>\$4,608</b>

April 23, 2024		Widener				WID
156TH ST NE RR OVERCROSSING		Project Manager	Senior Biologist	Project Biologist	Title 20	
Item	SCOPE OF WORK	\$75.00	\$55.00	\$35.00	\$0.00	2.4870
<b>1</b>	<b>PROJECT MANAGEMENT</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>2</b>	<b>SURVEYING</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>3</b>	<b>GEOTECHNICAL ENGINEERING</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>4</b>	<b>CIVIL ENGINEERING</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>5</b>	<b>STRUCTURAL ENGINEERING</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>6</b>	<b>RIGHT-OF-WAY</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>7</b>	<b>ENVIRONMENTAL DOCUMENTATION / PERMITTING</b>					
1.10	Design Assistance and Early Agency Coordination	40	60	16		\$17,061
1.20	Section 106 - APE	4	8	24		\$3,929
1.30	Noise Study	32	34	124		\$21,413
1.40	Biological Assessment	64	88	326		\$52,351
1.50	Environmental Justice	24		72		\$10,744
1.60	Wetland Delineation	40	80	200		\$35,813
1.70	Hazardous Materials Memo	20		56		\$8,605
1.80	NEPA CE	12		20		\$3,979
1.90	Hydraulic/Tribal Coordination Memo	20	36	66		\$14,400
1.10	Wetland & Riparian Mitigation Plan	24	40	104		\$19,001
1.11	Permitting					
1.11a	Permit Coordination	22	69	116		\$23,639
1.11b	Permit Applications	18	52	89		\$18,217
1.12	SEPA Checklist	8	10	32		\$5,645
	<b>Labor Subtotal:</b>	<b>328</b>	<b>477</b>	<b>1245</b>	<b>0</b>	<b>\$234,798</b>
	<b>Reimbursables:</b>					<b>\$2,500</b>
<b>8</b>	<b>CULTURAL RESOURCES SURVEY REPORT</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
<b>9</b>	<b>BNSF COORDINATION</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
	<b>Reimbursables:</b>					
	<b>Labor Sum:</b>	<b>328</b>	<b>477</b>	<b>1245</b>	<b>0</b>	<b>\$234,798</b>
	<b>Reimbursable Sum:</b>					<b>\$2,500</b>
	<b>TOTAL:</b>					<b>\$237,298</b>



April 23, 2024		GeoEngineers								GE		
156TH ST NE RR OVERCROSSING		Principal	Associate	Senior Engineer/Scientist 1 and 2	Project Engineer/Scientist 1 and 2	Staff Engineer/Scientist 2 and 3	Senior Technician	CAD Designer	Administrative 2	Title 20		
Item	SCOPE OF WORK	\$96.79	\$79.01	\$74.52	\$58.67	\$46.14	\$33.98	\$33.98	\$38.13	\$0.00	3.3936	
<b>1 PROJECT MANAGEMENT</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>2 SURVEYING</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>3 GEOTECHNICAL ENGINEERING</b>												
3.10	Meetings (2 in-person, 2 via Teams w/ PM)		16		4				2		\$5,345	
3.10	Project Management (12 months)		12		36				12		\$11,938	
3.20	Field Coordination and Subcontracts		4		16	16			8		\$7,799	
3.20	CPTs Explorations (1 day)		1		2	8			1		\$2,048	
3.20	Borings Borings (2 days)		1		4	30			2		\$6,021	
3.20	Test Pits/PITs (2 days)		1		4	30			2		\$6,021	
3.30	Engineering Analysis	4	8	8	20	32	20		2		\$17,040	
3.30	Reporting (Draft and Final)	4	8	8	20	20	16	20	8		\$17,782	
<b>Labor Subtotal:</b>		8	51	16	106	136	36	20	37	0	\$73,994	
<b>Reimbursables:</b>												
<b>4 CIVIL ENGINEERING</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>5 STRUCTURAL ENGINEERING</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>6 RIGHT-OF-WAY</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>7 ENVIRONMENTAL DOCUMENTATION / PERMITTING</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>8 CULTURAL RESOURCES SURVEY REPORT</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>9 BNSF COORDINATION</b>												
<b>Labor Subtotal:</b>		0	0	0	0	0	0	0	0	0	\$0	
<b>Reimbursables:</b>												
<b>Labor Sum:</b>		8	51	16	106	136	36	20	37	0	\$73,994	
<b>Reimbursable Sum:</b>												
<b>TOTAL:</b>											<b>TOTAL:</b>	\$115,606



# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Documents**

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

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

I hereby certify that I am the and duly authorized representative of the firm of  
KPFF Consulting Engineers  
whose address is  
1601 Fifth Avenue, Suite 1600, Seattle, WA 98101  
and that neither the above firm nor I have:

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

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

KPFF Consulting Engineers

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: R2201-1

**Exhibit G-1(b) Certification of Agency Official**

I hereby certify that I am the:

Mayor

Other

of the City of Marysville, and KPFF Consulting Engineers  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number: R2201-1

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

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

KPFF Consulting Engineers

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: R2201-1

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

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

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

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

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

KPFF Consulting Engineers

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number: R2201-1

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

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of February 8, 2024 Request for Proposals \* are accurate, complete, and current as of April 26, 2024 \*\*.

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

Firm: R2201-1

---

Signature

---

Title

Date of Execution\*\*\*:

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\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: R2201-1



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

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

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

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

Agreement Number: R2201-1

## **Step 5 Forward Documents to Local Programs**

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: R2201-1

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

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

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

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

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

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

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

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

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Parks Director Tara Mizell, Parks, Recreation & Culture

**ITEM TYPE:** Special Event Permit

**AGENDA SECTION:** **New Business**

**SUBJECT:** 2024 Strawberry Festival Permit

**SUGGESTED ACTION:** Recommended Motion: I move to approve the Strawberry Festival Permit for 2024.

**SUMMARY:** Maryfest has submitted the final permit request for the 2024 Strawberry Festival. Staff have reviewed with departments and recommend approval.

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**ATTACHMENTS:**  
[2024 Strawberry Festival Permit Final .pdf](#)



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## 2024 Strawberry Festival Permit Proposal

Prepared for: City of Marysville

Prepared by: Maryfest, Inc.

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

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**SPONSORING ORGANIZATION INFORMATION**

**Applicant / Sponsoring Agency**

Sponsoring Agency: Maryfest Incorporated  
 Business Mailing Address: PO Box 855,  
 Marysville, WA, 98270  
 Business Physical Address: 5019 Grove St., Unit #103  
 Marysville, WA, 98270  
 Business Telephone: 360-659-7664  
 Business Fax: 360-651-9854  
 Website: [www.maryfest.org](http://www.maryfest.org)  
 Tax Identification #: 23-7432611

**Sponsoring Agency Officials of Record:**

Name:	Gail Frost	Title: President
Telephone:	Cell: 206-777-5282	Work: 360-659-7664
Name:	Tom King	Title: Vice President
Telephone:	Cell: 425-238-0994	Work: 360-659-7664
Name:	Sean Siefert	Title: Secretary
Telephone:	Cell: 503-580-5911	Work: 360-659-7664
Name:	Karen Hammontree	Title: Treasurer
Telephone:	Cell: 425-870-1632	Work: 360-659-7664



## **ORGANIZATION**

### **History:**

Strawberry Festival has been a Marysville tradition since 1932. In 1974, Maryfest, Inc., the managing Corporation for the Marysville Strawberry Festival was formed.

### **Mission Statement:**

Marysville Strawberry Festival provides a large summer festival every June, which provides scholarship opportunities for area students, supports community non-profits, and acts as a professional goodwill ambassador for the greater Marysville community and Washington State.

### **Legal Structure:**

Maryfest, Inc. is a 501(c) 3 nonprofit organization as identified by the US Internal Revenue Service. Management of the Corporation is vested in the seven (7) Board of Directors. The Executive Officers and Board include the President, Vice President, Secretary, Treasurer, and Board Members. The Strawberry Festival is supported by Event Directors and Committee Members who are all non-paid volunteers residing in the City of Marysville and surrounding areas.

### **Membership and Funding:**

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

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

## INSURANCE / ADVERTISING

### Insurance:

General Insurance coverage for Maryfest, Inc. and for all Strawberry Festival approved events are provided through NPIP, 451 Diamond Drive, Ephrata, WA., 98823, and Clear Risk Solutions

The local insurance agent for Maryfest, Inc.:

Farmers Insurance, Gus Calero Insurance Agent

1235 State Avenue

Marysville, WA, 98270

360-659-4114 or 425 493-7444

The City of Marysville and the Marysville School District #25 are named as additional insured in the liability policy of \$2 million per occurrence and \$4 million aggregated per event during the Strawberry Festival for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period not less than twenty-four (24) hours following the completion of the festival event, including activities associated with the post-Festival activities required to complete all events. Additionally, a Certificate of Insurance is required for all motorized units/vehicles, equestrian units, and food vendors with the City of Marysville, the Marysville School District #25, Maryfest, Inc., and their employees and volunteers named as additional insured.

Our current policy covers Maryfest, Inc., from January 25<sup>th</sup>, 2024 through January 25, 2025 copy of coverage is attached to this application for the City of Marysville records.

### Advertising:

Advertising for the promotion of the annual festival includes radio and Television promotions with local CBS affiliate KIRO TV (Ch 7). For the 2024 Strawberry Festival, Maryfest is allowing the Everett Herald to produce a Festival Program Guide, thus allowing for a larger distribution of festival content and business ad opportunities. Promotional ads will be placed in the Everett Herald, and various Sound Publishing newspapers throughout Puget Sound. Event Posters and rack cards will be locally printed and distributed throughout the North County communities and businesses. The Marysville Strawberry Festival Float trailer has been wrapped and serves as a traveling billboard throughout Washington, Oregon, and Canada as we attend our parades. Investments in the usage of social media platforms (Facebook, Instagram, etc.) will be quadrupled to reach a large demographic that utilizes social media as a means of communication.

## OPERATIONS

### Portable Restroom Placement:

Portable Restrooms are provided by **DTG Recycle**, 425-549-3000.

**SATURDAY**, June 22<sup>nd</sup>, 2024, a total of fifteen (15) **STANDARD RESTROOM UNITS** will be placed in the following locations:

- 2 on 78<sup>th</sup>, corner of the alley on the East side, under the billboard
- 2 on 76<sup>th</sup> Street, at Key Bank, across from the Grand Buffett on the sidewalk
- 2 across the street from O'Reilly's Auto Parts on the East side of State Ave
- 1 on Grove Street, next to Lady Bug coffee stand, NE corner, on the sidewalk
- 1 at the Monkey Bar, in front of the sign saying, "Nightly specials", SW corner on the sidewalk
- 2 at the corner of 10<sup>th</sup> SE corner, Union Bank sidewalk
- 2 at the Community Center, on the South Side of the Building.
- 2 at Totem Middle School- AWAY from the Rose Garden, close to the 7<sup>th</sup>, NE sidewalk
- 1 on 5<sup>th</sup> Street corner, NE Sidewalk

**THURSDAY**, June 20<sup>th</sup>, 2024 early morning delivered to Asbery Field, for the Market

- 12 Standard Restroom units
- 2 ADA Compliant unit
- 6 free-standing Sinks
- 1 Holding tank

**THURSDAY**, June 20<sup>th</sup>, 2024, one each delivered to 3<sup>rd</sup> Street and Columbia for the Trike Race and Car show.

- 2 Standard Restroom units
- 1 Standard Restroom unit delivered to Jennings Park Pickleball Courts placed by existing one

## OPERATIONS, Continued

### Risk Management Plans:

Maryfest, Inc. is currently working with the City of Marysville to develop and update all disaster preparedness plans for the 2024 Strawberry Festival. All evacuation and disaster plans will be approved and in place prior to June 1<sup>st</sup>, 2024.

In our updated plan, all events will have communication procedures regarding emergency response and actions.

Risk Assessment Manager:

Gail Frost

Cell: 206-777-5282

### Evacuation Plans:

#### MARKET IN THE PARK Safety and Evacuation Plan:

1. Three (3) of four (4) gates are always open during market hours.
  - a. In case of Emergency and/or evacuation, Gate#4 (located at back of field on Quinn, SE corner) will be opened immediately.
2. In the event of a fire emergency the Market Crew will terminate all electrical power at main box located at North end of field if necessary.
3. Market Committee has a Certified Red Cross First Responder on site during operational hours.
  - a. If emergency requires 911 will be notified as soon as possible.
4. Two (2) fire extinguishers are located at the Market Office (NW corner of field), in the motor home at main gate on Alder.
5. In case of severe lightning or weather related event, Market shall be evacuated in an orderly manner, once field is evacuated, all gates will be closed and no one will be allowed in to field until weather permits and the all clear is given by Market Crew.
6. Please see attached map given to each vendor in welcome packet for emergency exits (See map appendix G).

\*\*In the event of any emergency situation, market staff will notify Emergency First Responders by dialing 911.

#### Parade Route Safety features and Evacuation Plan:

#### Special venue safety requirements and Evacuation Plans:

#### Beer Garden safety features and Evacuation Plan:

#### Carnival Site Safety Requirements and Evacuation Plan:

\*\*Funtastic Carnivals Inc., is responsible for the confirmation and approval of emergency plans.

## **OPERATIONS, Continued**

### **Crowd Managers**

We will have crowd managers at all events. Not fewer than two trained crowd managers, and not fewer than one trained crowd manager for each 250 persons or portion thereof, shall be provided for the events. Outdoor events with fewer than 1,000 persons in attendance shall not require crowd managers. Training for crowd managers shall be *approved* by Marysville Fire. Crowd managers will do the following:

1. Conduct an inspection of the area of responsibility and identify and address any egress barriers.
2. Conduct an inspection of the area of responsibility to identify and mitigate any fire hazards.
3. Verify compliance with all permit conditions, including those governing pyrotechnics and other special effects.
4. Direct and assist the event attendees in evacuation during an emergency.
5. Assist emergency response personnel where requested.
6. Other duties required by the *fire code official*.
7. Other duties as specified in the fire safety plan.

**2024 Traveling Float Schedule:**

**Parades, 2024:**

Daffodil	April 6th
Wenatchee Apple Blossom	May 4 <sup>th</sup>
Sequim	May 11th
Portland Starlight	June 1 <sup>st</sup>
Marysville Grand Parade	June 22nd
Everett Parade	July 4th
Olympia Capital Lakefair	July 15 <sup>th</sup>
Seattle SeaFair Torchlight	July 27 <sup>th</sup>
Penticton, BC	Aug 10th
Prosser	Sept 2nd
Leavenworth Autumn Leaf	Sept 28 <sup>th</sup>
Merrysville for the Holidays	Dec 7 <sup>th</sup>

## EVENTS

### Events by Day, 2024:

#### Tuesday, June 18th

12:00 noon to 2:00 p.m.	April Friesner royalty Scholarship Fund Luncheon Marysville Opera House, 1225 3 <sup>rd</sup> Street, Marysville
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#### Thursday, June 20th

6:00 p.m. to 8:00 p.m.	Trike Race on 3 <sup>rd</sup> Street
4:00 pm to 8:00 p.m.	Beer Garden on Columbia Street
4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field

#### Friday, June 21st

9:00 a.m. to 5:00 p.m.	Pickleball Tournament – Jennings Park
1:00 p.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
4:00 p.m. to 10:00 p.m.	Carnival- Marysville Middle School-athletic Field
5:00 p.m. to 10:00 p.m.	Rotary Beer Garden – 7 <sup>th</sup> Street

#### Saturday, June 22<sup>nd</sup>

8:00 a.m. to 5 p.m.	Golf Tournament – Cedar Crest Golf Course
9:00 a.m. to 5 p.m.	Pickleball Tournament – Jennings Park
10:00 a.m. to 4:00 p.m.	Beanbag/Cornhole Tournament-Behind 5 Rights Brewery, 3 <sup>rd</sup> Street
12 noon to 11:00 p.m.	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 9:00 p.m.	Market- Totem Middle School- Asbery Field
9:30 a.m. to 10:00 a.m.	Rose-Planting Ceremony- Totem Middle School- on State
11:00 a.m. to 12:00 p.m.	Strawberry Shortcake Eating Contest- Asbery Field
5:00 p.m. to 9:00 p.m.	GRAND PARADE-Down State Ave from 76 <sup>th</sup> Street to Delta

#### Sunday, June 23rd

9:00 a.m. to 4:00 p.m.	Car show- 3 <sup>rd</sup> Street
1:00 p.m.to 6pm	Carnival- Marysville Middle School-athletic Field
10:00 a.m. to 5:00 p.m.	Market- Totem Middle School- Asbery Field

\*\*\*Carnival hours are weather permitting if necessary.

## EVENT CONTACT INFORMATION

### Marysville Tulalip Chamber of Commerce Golf Tournament

Date: Saturday, June 22<sup>nd</sup>, 2024

Time: 8:00 a.m.-5:00 p.m.

Location: Cedarcrest Golf Course, 6810 84<sup>th</sup> St. NE, Marysville, WA, 98270

Contact: Gail Frost 206-777-5282

### Pickleball tournament

Date: Friday June 21, 22, & 23<sup>rd</sup> 2024

Time: 9:00 a.m.-5:00 p.m.

Location: Jennings Park

Contact: Randy Gritton 425-239-9651

### April Friesner Scholarship Fund royalty Luncheon & Fashion Show

Date: Tuesday, June 18<sup>th</sup>, 2024

Time: 12 noon to 2:00 p.m.

Location: Marysville Opera House, 1225 3<sup>rd</sup> Street, Marysville, WA, 981270

Contact: Gail Frost 206 777-5282

### Trike Race

Date: Thursday, June 20<sup>th</sup>, 2024

Time: 6:00 p.m. to 9:00 p.m.

Location 3<sup>rd</sup> Street between State and Third Street Books

Beer Garden – location Columbia Street

Contact: Sean Siefert 503-580-5911

### Funtastic Carnival

Dates: Thursday, June 20<sup>th</sup> – Sunday, June 23<sup>rd</sup>, 2024

Time: Weather determines time

Location: Marysville Middle School

Contact: Funtastic Rob Rue 503-761-0989 or 503-519-8388

Local Contact: Gail Frost 206-777-5282

### Market in the Park

Dates: Friday, June 21<sup>st</sup>- Sunday, June 23<sup>rd</sup>, 2024

Times: Friday: 2:00 p.m. to 9:00 p.m.

Saturday: 10:00 a.m. to 9:00 p.m.

Sunday: 10:00 a.m. to 5:00 p.m.

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275



## EVENT CONTACT INFORMATION - Continued

### Strawberry Shortcake Eating Contest

Date: Saturday, June 22nd

Time: 11:00 a.m. to 12:00 p.m.

Location: Totem Middle School- Asbery Field

Contact: Tom King 425-238-0994

Veronica Hamblin 425-870-4275

### CP Wrestling

Date: Saturday, June 22nd

Time: 1:00 p.m. and 4:00 p.m. Weather permitting

Location: Totem Middle School-Asbery Field

Contact: Doug Buell 425-308-2716

### Rose-Planting Ceremony

Date: Saturday, June 22nd

Time: 9:30 a.m. to 10:00 a.m.

Location: Totem Middle School along State Ave.

Contact: Gail Frost 206-777-5282

### GRAND PARADE

Date: Saturday, June 22nd

Time: 5:00 p.m. to 9:00 p.m.

Location: Stave Avenue from 76<sup>th</sup> to Delta

Contact: Sean Siefert 503-580-5911

Gail Frost 206-777-5282

Seafair Lead Marshall – Vicky Hoyt 206-999-1592

### VIP Transportation

Dates: Friday, June 21st to Saturday, June 22nd

Time: 5:30 p.m. to 10:00 p.m.

Location: State Avenue

Contact: Jay Kint 425-346-5064

### Car Show

Date: Sunday, June 23rd

Time: 9:00 a.m. to 4:00 p.m.

Location: 3<sup>rd</sup> Street

Contact: Mikki Berkholder 425-238-8586

**EVENT CONTACT INFORMATION - Continued****Beanbag/Cornhole Toss Tournament**

Date: Saturday, June 22nd

Time: 10:00 a.m. to 4:00 p.m.

Location: Alley behind 5 Rights Brewery on 3<sup>rd</sup> Street

Contact: Steve Smith 425-814-6034

**Rotary Beer Garden**

Dates: Friday, June 21<sup>st</sup> to Sunday, June 23<sup>rd</sup>. 2024

Times: Friday – 5 pm – 10 pm

Saturday – 12 pm – 9 pm

Sunday – 12 pm – 5 pm

Location: 7<sup>th</sup> Street, Alder to Quinn

Contact: Doug Buell 425 308-2716

**REQUESTS FOR CITY HELP**

**Street Closures, 2024**

Thursday, June 20<sup>th</sup> – 7<sup>th</sup> Street Closed from Quinn to Alder – Closed until Monday, June 23

Thursday, June 20 – 3<sup>rd</sup> Street Closed State to Alder

“NO PARKING AFTER 1:00 PM THURSDAY, JUNE 20<sup>th</sup>” Signs posted with Barricades on 3<sup>rd</sup> and Alder St for Trike Race

“NO PARKING AFTER 1:00 PM SATURDAY, JUNE 22<sup>nd</sup>” Signs posted with barricades on 5<sup>th</sup> and Delta.

“NO PARKING AFTER 6 AM SUNDAY, JUNE 23<sup>rd</sup>” Signs posted with Barricades on 3<sup>rd</sup> and Alder and between 2<sup>nd</sup> Street and 4<sup>th</sup> Street for Car Show

“NO PARKING AFTER 8 pm Wednesday, June 19<sup>th</sup> to SUNDAY, June 23<sup>rd</sup>” Signs posted with Barricades 7<sup>th</sup> Street from Alder to Quinn

**Saturday, June 22<sup>ND</sup>**

3:00pm. Rolling Close to start on 80<sup>th</sup> & State

Going South on State Avenue from 80<sup>th</sup> & Grove and Grove to 4<sup>th</sup>

76<sup>th</sup> St from State Ave to 43<sup>rd</sup>

6<sup>th</sup> Street to 10<sup>th</sup> from State Avenue to Columbia

6<sup>th</sup> Street to 9<sup>th</sup> from State Avenue to Delta

\*\*Streets should be closed to all traffic with the exception of emergency vehicles and Festival officials. Special passes will be posted on all Festival vehicles. Copy of Street Closures attached (Appendix E). Sean Siefert 503-580-5911, Grand Parade Chair with Gail Frost 206-777-5282.

**Sunday, June 23<sup>rd</sup>**

6:00 a.m. Close Third Street

4:00 -6:00 p.m. Reopen Third Street

**Street Department Assistance, 2024:**

In addition to the specific events below, street barricades are requested for all festival events requiring Street Closure signs (please see previous page). Maryfest, Inc., has already provided required signage to the City of Marysville, Public Works Department. Public Works is currently in the possession of signage for posting. If replacement/repair of signage is required, please contact Gail Frost at 206-777-5282.

**May 1st, prior to Festival, until Monday, June 24**

**ALL FESTIVAL BANNERS TO BE HUNG UP**

**Wednesday, June 19th**

MARKET: Barricade placed at back gate of Asbery Field on Quinn.

**Wednesday June 19<sup>th</sup>**

BEER GARDEN: Barricades after 8pm on 7<sup>th</sup> Street from Alder to Quinn

Beer garden will be setting up Thursday

**Thursday, June 20th**

4:30 p.m. to 8:00 p.m.

**MARKET: Please drop off four (4) handicapped parking signs by 9:00 a.m.**

**Saturday, June 22nd**

2:00 p.m. to End of event

GRAND PARADE: Please see street closures (Appendix E) to determine how many barricades are needed.

**REQUESTS FOR CITY HELP, Continued**

**Public Works Assistance, 2024:**

Sanitation Department

**Thursday, June 20th- Sunday, June 23<sup>rd</sup>, 9:00 a.m.**

Dumpsters for **MARKET**

4 dumpsters placed on corner of 7<sup>th</sup> & Alder next to fence

**\*\*Service is requested once per day in AM on all dumpsters**

Trash totes on 3<sup>rd</sup> Street for Trike Races – Pick up on Friday Morning

**Saturday, June 22<sup>nd</sup>**

**GRAND PARADE:**

Trash containers 1 1/2 block intervals on State Ave from 76<sup>th</sup> to 5<sup>th</sup> Street

Trash containers in 1 1/2 block intervals on 5<sup>th</sup> Street from State Ave. to Delta St.

**Sunday, June 23<sup>rd</sup>**

Trash totes on 3<sup>rd</sup> Street for Car Show – Pick up on Monday Morning

**REQUESTS FOR CITY HELP, Continued**

**Police Assistance, 2024:**

**Saturday, June 22nd**

Grand Parade: 2:00 p.m. to End of Event

Assistance with crowd control and street closures

Escort floats from 8<sup>th</sup> St and Beach (Near 10<sup>th</sup> Street School) to 80<sup>th</sup> Street to School District Building

Need police car at end of parade to stop traffic interfering with end of parade

\*Seafair Marshalls will assist in crowd control and at end of parade (Vicky Hoyt 206-999-1592)

Market Security:

Private security will provide afterhours patrols. Security Firm contact will be given to the Marysville Police Department.

Dates and times contract security is provided:

Thursday, June 20th

Friday, June 21st

Saturday, June 22nd

\*\*\*Hours for all three (3) nights: 9:00 p.m. to 6:00 a.m.

Carnival:

Carnival Manager will contact Marysville Police Department for any security needs. **Maryfest, Inc., is NOT responsible for Carnival security.**

**REQUESTS FOR CITY HELP, Continued**

**Fire Department Assistance, 2024:**

**Saturday, June 22nd**

2:30 p.m. to 3:30 p.m.

**Grand Parade:**

Fire Marshall requested at Marysville School District Administrative Offices for Float Inspections.

**MARKET:**

All food vendors and mobile food vendors will be required to have a fire inspection prior to Opening. They can contact the fire inspection line at 360-363-8525 to have the inspection Scheduled prior to the event. If any mobile food vendor has a current inspection from the Regional Fire Marshalls and Mobile Food Inspection Program, it will need to be displayed for the inspector.

Any Questions may be directed to the Fire Department by emailing: [mfininspectors@mfdrrfa.org](mailto:mfininspectors@mfdrrfa.org)  
Or by calling the inspection line at 360-363-8525.

**Emergency Management Assistance, 2024**

Leading up to the festival, City of Marysville Emergency Management is available to support event emergency preparedness planning.

**Saturday, June 22nd**

Grand Parade: 2:00 p.m. to End of Event

Support for event coordination and incident management

**PARKS AND RECREATION DEPARTMENT**

**Parks and Recreation Assistance, 2024**

**Thursday June 20<sup>th</sup>, 9:30 a.m.**

**Market:** Usage from 8:00 a.m. Thursday, June 20<sup>th</sup>, to Sunday, June 23<sup>rd</sup>

10 to 12 picnic tables to be used in Food Court

Electrical cord crossing guards

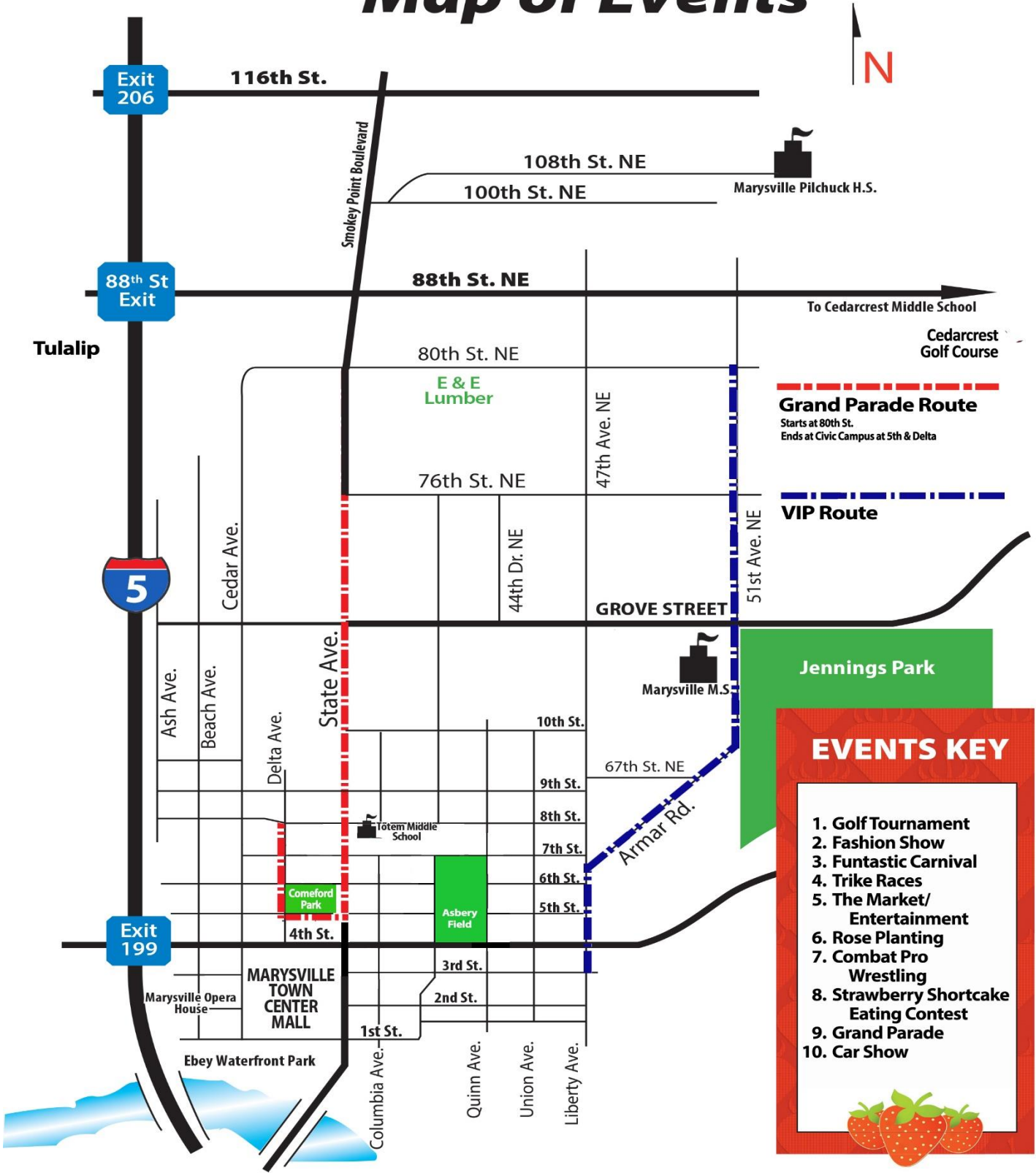
11 Electrical “spider” distribution boxes

**\*\*\*Special Conditions Exhibit A**

Beer and Wine Garden: If the Festival Applicant hosts or allows any vendor to operate a Beer and Wine Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within 15 days (time period) prior to the event



# Map of Events

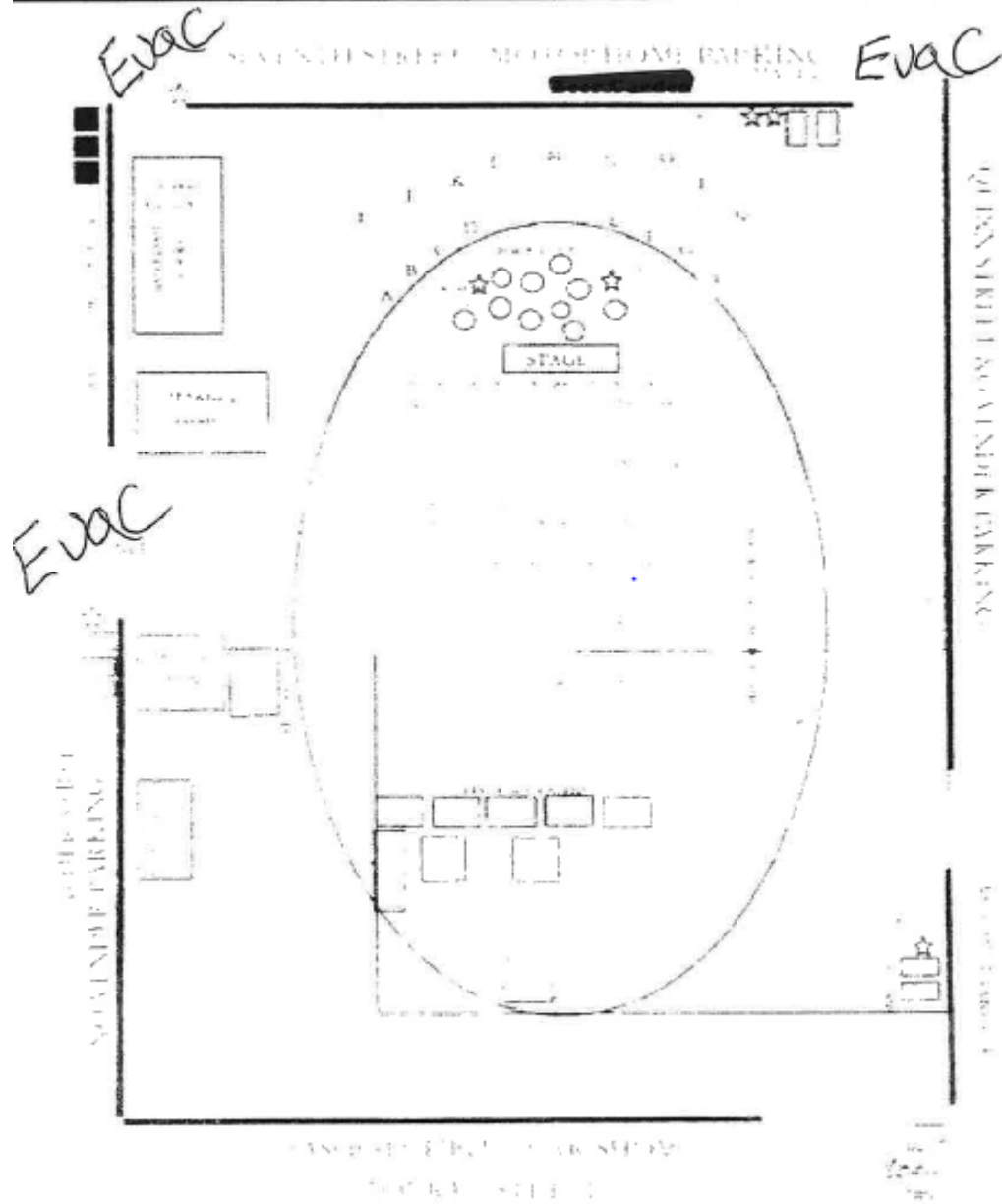


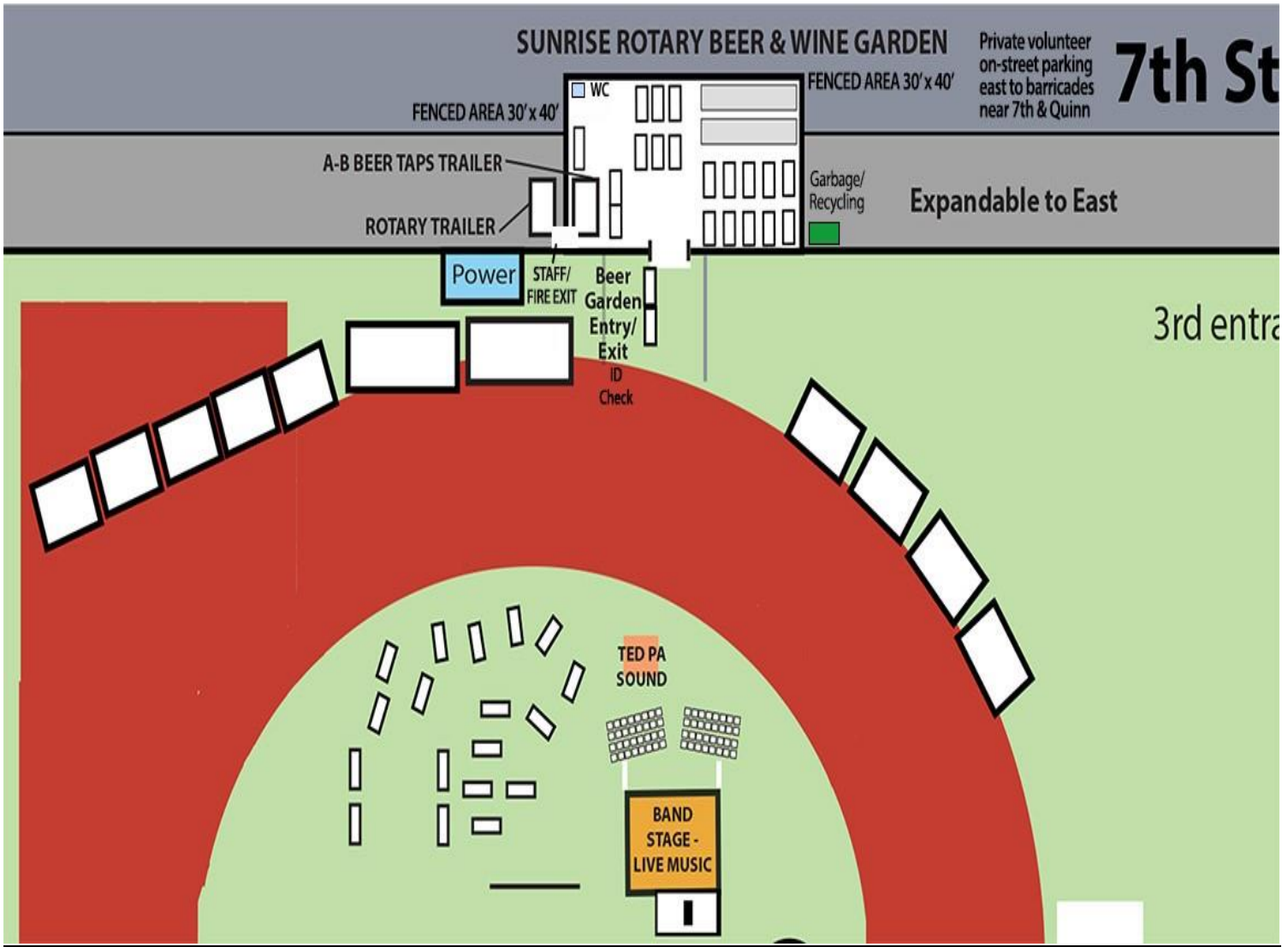
### EVENTS KEY

1. Golf Tournament
2. Fashion Show
3. Funtastic Carnival
4. Trike Races
5. The Market/  
Entertainment
6. Rose Planting
7. Combat Pro  
Wrestling
8. Strawberry Shortcake  
Eating Contest
9. Grand Parade
10. Car Show



### Market Evacuation Map







# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Engineering Services Manager Ken McIntyre, Public Works

**ITEM TYPE:** Real Estate

**AGENDA SECTION:** **New Business**

**SUBJECT:** Whiskey Ridge Sewer Lift Station - Property Deed

**SUGGESTED ACTION:** Recommended Motion: I move to accept ownership of the property described in the attached deed, which contains the recently constructed Whiskey Ridge Sewer Lift Station.

**SUMMARY:** A private developer recently constructed a sanitary sewer lift station along Densmore Road, which is expected to serve a previously unsewered area of Whiskey Ridge. The current property owner intends to record the attached deed, which will transfer ownership of the lift-station parcel to the City of Marysville.

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**ATTACHMENTS:**

[Densmore Lift Station - Deed.pdf](#)

[Densmore Lift Station - Council Figure.pdf](#)

**AFTER RECORDING MAIL TO:**

City of Marysville  
Legal Department  
501 Delta Avenue  
Marysville, WA 98270

**STATUTORY WARRANTY DEED**

Grantor: MAINVUE WA, LLC  
Grantee: CITY OF MARYSVILLE  
Abbreviated Legal: PTN TRACT 235 AND TRACT 244, SUNNYSIDE FIVE ACRE TRACTS, SNOHOMISH COUNTY, WA  
Additional Legal on page: Page 3  
Assessor's Tax Parcel No(s): 005907-000-235-01 PTN, 005907-000-244-00 PTN

**THE GRANTOR(S) MAINVUE WA, LLC, a Delaware limited liability company, for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to City of Marysville, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington.**

**See EXHIBIT A attached hereto.**

SUBJECT TO: Easements, covenants, restrictions and reservations of record.

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



**EXHIBIT A**

Legal Description

THAT PORTION OF TRACTS 235 AND 244, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 244, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF DENSMORE ROAD;

THENCE N02°44'18"E, ALONG SAID MARGIN, 232.05 FEET;

THENCE N19°55'42"W, ALONG SAID MARGIN, 28.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N19°55'42"W, ALONG SAID MARGIN, 113.64 FEET;

THENCE S89°45'07"W 34.70 FEET;

THENCE S00°14'53"E 107.00 FEET;

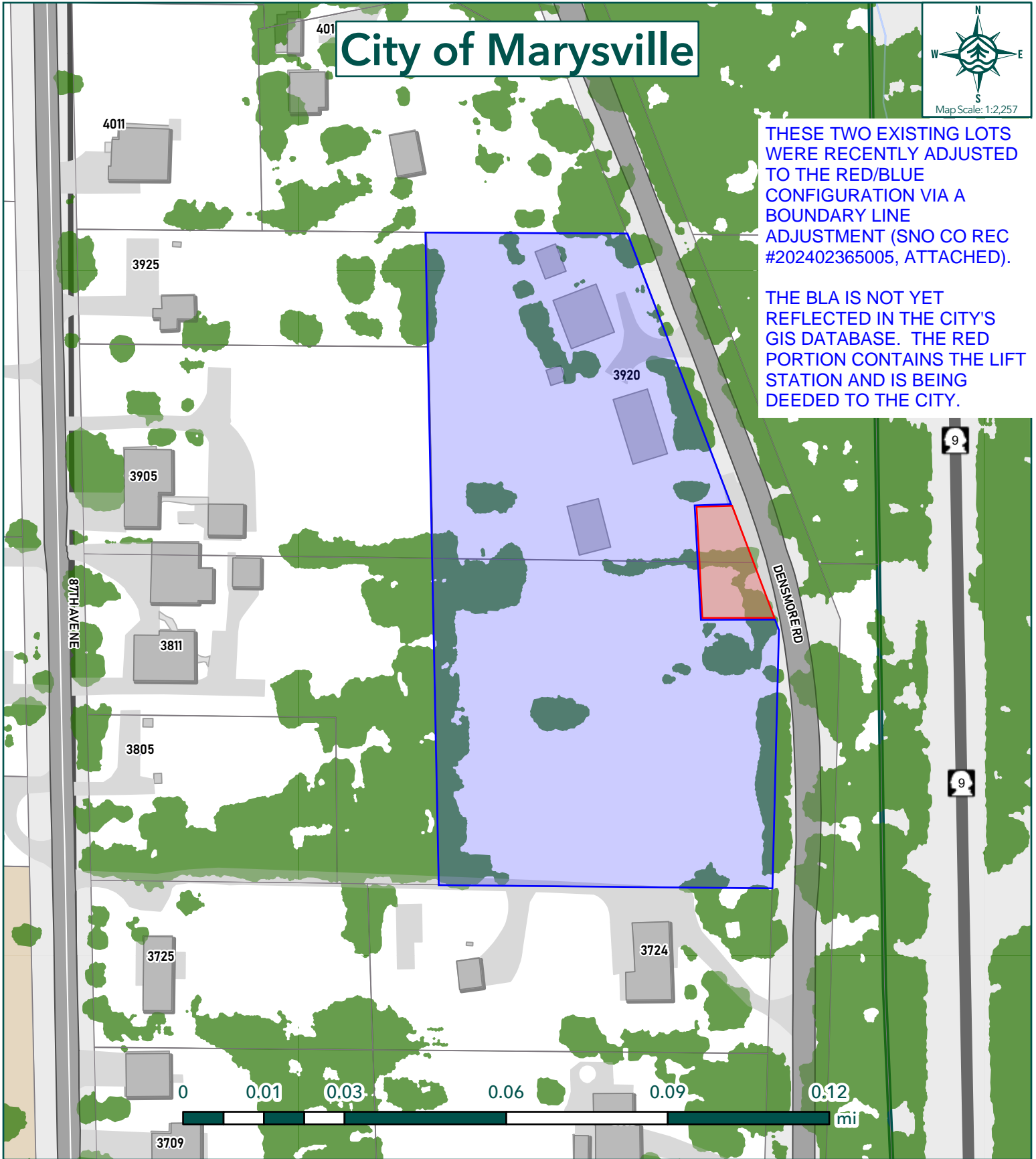
THENCE N89°45'07"E 72.97 FEET TO THE POINT OF BEGINNING.

# City of Marysville



THESE TWO EXISTING LOTS WERE RECENTLY ADJUSTED TO THE RED/BLUE CONFIGURATION VIA A BOUNDARY LINE ADJUSTMENT (SNO CO REC #202402365005, ATTACHED).

THE BLA IS NOT YET REFLECTED IN THE CITY'S GIS DATABASE. THE RED PORTION CONTAINS THE LIFT STATION AND IS BEING DEEDED TO THE CITY.



- Legend
- Site Addresses
- MSVL Parcels



NW 1/4 OF THE NE 1/4, SEC. 1, TWP. 29 N., RGE. 5 E., W.1M.  
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

**OLD LEGAL DESCRIPTIONS**

PARCEL A:  
 TRACT 235, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
 EXCEPT THE WEST 340 FEET THEREOF AS MEASURED ALONG THE NORTH LINE OF SAID TRACT 235.  
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B:  
 TRACT 244, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
 EXCEPT THE WEST 340 FEET THEREOF AS MEASURED ALONG THE NORTH LINE OF SAID TRACT 235.  
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**NEW LEGAL DESCRIPTIONS**

LOT A:  
 TRACTS 235 AND 244, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
 EXCEPT THE WEST 340 FEET THEREOF AS MEASURED ALONG THE NORTH LINE OF SAID TRACT 235;  
 AND EXCEPT THAT PORTION OF SAID LOT 244 AND LOT 205 OF SAID PLAT, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 244, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF DENSMORE ROAD;  
 THENCE N02°44'18"E, ALONG SAID MARGIN, 232.05 FEET;  
 THENCE N19°55'42"W, ALONG SAID MARGIN, 28.42 FEET TO THE POINT OF BEGINNING;  
 THENCE S89°45'07"W, 34.70 FEET;  
 THENCE S00°14'53"E, 107.00 FEET;  
 THENCE N89°45'07"E, 72.97 FEET TO THE POINT OF BEGINNING.

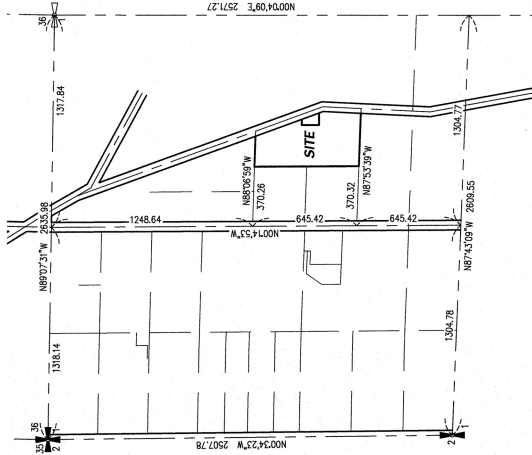
LOT B:  
 THAT PORTION OF TRACTS 235 AND 244, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 244, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF DENSMORE ROAD;  
 THENCE N02°44'18"E, ALONG SAID MARGIN, 232.05 FEET;  
 THENCE N19°55'42"W, ALONG SAID MARGIN, 28.42 FEET TO THE POINT OF BEGINNING;  
 THENCE S89°45'07"W, 34.70 FEET;  
 THENCE S00°14'53"E, 107.00 FEET;  
 THENCE N89°45'07"E, 72.97 FEET TO THE POINT OF BEGINNING.

**EXCEPTIONS CONTAINED IN TITLE**

- THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON THE PLAT OF SUNNY SIDE FIVE ACRE TRACTS, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 122901. (NOTHING TO PLAT)
- THIS SITE IS SUBJECT TO AN ELECTRIC DISTRIBUTION LINE EASEMENT AND THE RIGHTS INCIDENTAL THERETO AS DISCLOSED BY INSTRUMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 258856. (BROWN FIELD)
- THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, INsofar TREATY OR AGREEMENT RIGHTS. (NOTHING TO PLAT)

**AMENDMENT NOTE**

THE PURPOSE OF THIS RECORD OF SURVEY AMENDMENT IS TO REVISE THE NEW LEGAL DESCRIPTIONS SHOWN ON SHEET 1 OF 2 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 202206025002, RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBER 202206025002. THE NEW LEGAL DESCRIPTIONS HAVE BEEN REVISED TO REFLECT THE CHANGES SHOWN ON THIS SHEET. NO OTHER CHANGES HAVE BEEN MADE TO SAID BOUNDARY LINE ADJUSTMENT.



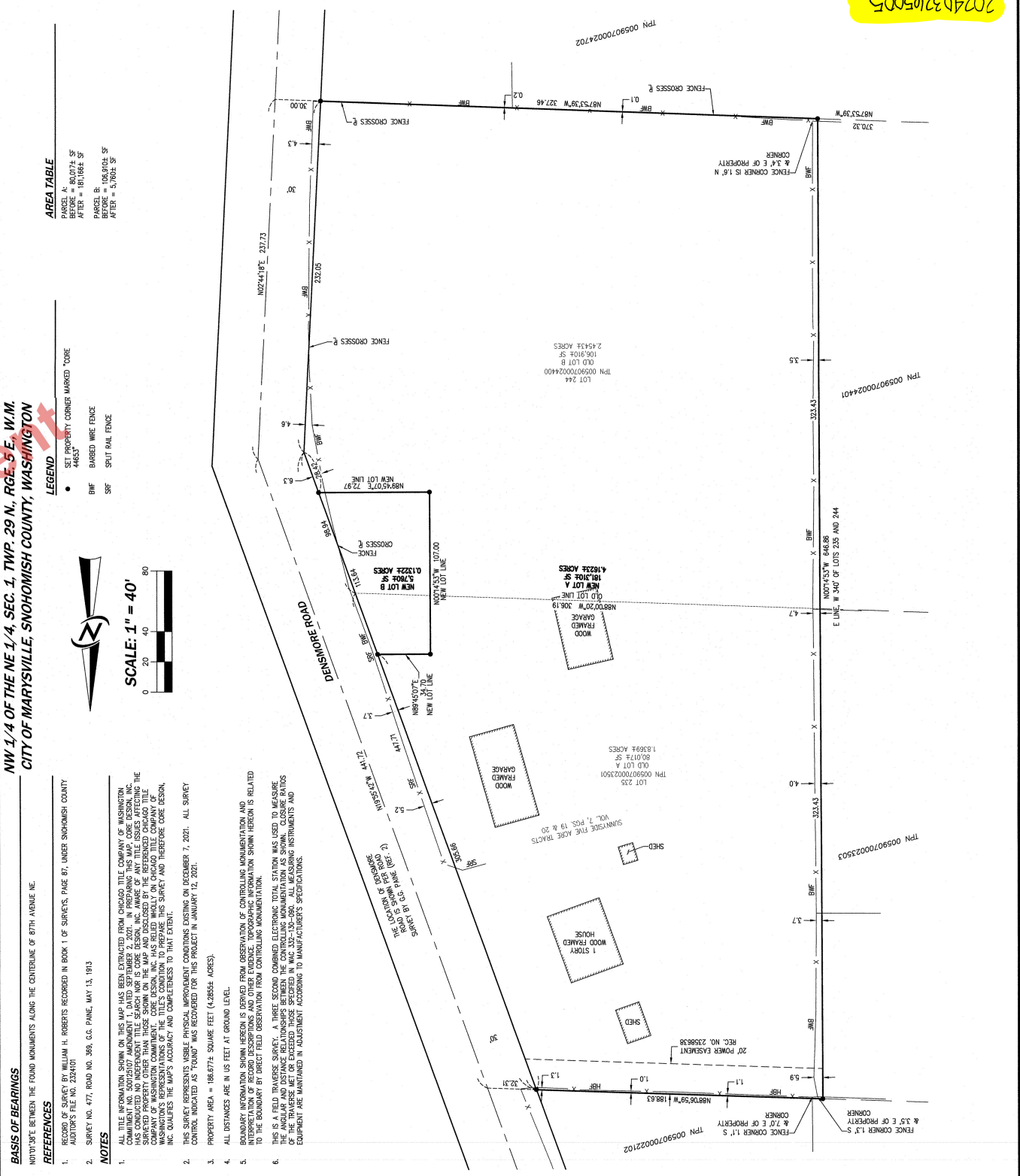
SECTION SUBDIVISION  
 SCALE 1"=50'



PROJECT NO. <b>21387</b>	SHEET 1 OF 2	DATE <b>2024-03-22</b>	DRAWN BY JLR	APP'D BY RDW	ENGINEERING - PLANNING - LA CORE DESIGN 425.888.7877 Fax 425.888.7933 Seattle, Washington 98101 17100 NE 195th St, Suite 300	RECORD OF SURVEY FOR <b>LAND PRO GROUP, INC.</b> 10545 20TH STREET, SUITE 202 LAKE STEVENS, WA 98258	SURVEYOR'S CERTIFICATE ON MARCH 22, 2024. LAND PRO GROUP, INC.	AUDITOR'S CERTIFICATE FILED FOR RECORD THIS 21 <sup>st</sup> DAY OF March 2024 202403265005 SOUTH FELL MANAGER ROBERT D WEST FELL CERTIFICATE NO. 44553
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SNOHOMISH COUNTY  
 AUDITOR'S OFFICE  
 1000 1<sup>st</sup> AVENUE  
 SEASIDE, WA 98148

PROJECT NO. <b>21387</b>	DATE <b>2024-03-22</b>	DRAWN BY <b>JLR</b>	APPROVED BY <b>RDW</b>	SHEET 2 OF 2	WARRANTY NUMBER
 <b>LAND PRO GROUP, INC.</b> FOR <b>RECORD OF SURVEY</b> 10515 20TH STREET, SUITE 202 LAKE STEVENS, WA 98258				CERTIFICATE NO. 44653 ROBERT D. WEST, PLS ON MARCH 22, 2024	SPLIT OF RECORDS PAGE _____ AT THE REQUEST OF CORE DESIGN, INC. 20 _____ AT _____ M IN BOOK _____ OF SURVEYS AT _____ DAY OF _____
 <b>CORE DESIGN</b> 425.883.7877 Fax 425.883.7933 12100 NE 195th St, Suite 300 Redmond, Washington 98011				<b>AUDITOR'S CERTIFICATE</b> 202403205005	
<b>SURVEYOR'S CERTIFICATE</b> UNDER THE PROVISIONS OF THE SURVEYORS ACT AND THE REQUIREMENTS OF THE SURVEYING REGULATION ACT AT THE REQUEST OF LAND PRO GROUP, INC.					



**AREA TABLE**

PARCEL A:	BEFORE = 80,074.57 SF
	AFTER = 19,168.57 SF
PARCEL B:	BEFORE = 108,606.57 SF
	AFTER = 5,786.57 SF

- LEGEND**
- SET PROPERTY CORNER MARKED "CORE 44653"
  - BWF BARBED WIRE FENCE
  - SRF SPLIT RAIL FENCE



**W 1/4 OF THE NE 1/4, SEC. 1, TWP. 29 N., RGE. 5 E., W.1.M.**  
**CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON**

- BASIS OF BEARINGS**  
 NORTH 30° 30' E BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF 8TH AVENUE NE.
- REFERENCES**
- RECORD OF SURVEY BY WILLIAM H. ROBERTS RECORDED IN BOOK 1 OF SURVEYS, PAGE 87, UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 224001
  - SURVEY NO. 477, ROAD NO. 369, C.C. PAINE, MAY 13, 1913
- NOTES**
- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT NO. 50075037 AMENDMENT 1, DATED SEPTEMBER 2, 2021. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAS FOUND NO OTHER SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT NO. 50075037 AMENDMENT 1, DATED SEPTEMBER 2, 2021, AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
  - THIS SURVEY REPRESENTS USABLE PHYSICAL METEOROLOGICAL CONDITIONS EXISTING ON DECEMBER 7, 2021. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECORDED FOR THIS PROJECT IN JANUARY 12, 2021.
  - PROPERTY AREA = 188,677.2 SQUARE FEET (4.28564 ACRES).
  - ALL DISTANCES ARE IN US FEET AT GROUND LEVEL.
  - BOUNDARY INFORMATION SHOWN HEREON IS DERIVED FROM OBSERVATION OF CONTROLLING MONUMENTATION AND INTERPRETATION OF RECORD DESCRIPTIONS AND OTHER EVIDENCE. TOPOGRAPHIC INFORMATION SHOWN HEREON IS RELATED TO THE BOUNDARY BY DIRECT FIELD OBSERVATION FROM CONTROLLING MONUMENTATION.
  - THIS IS A FIELD TRAVERSE SURVEY. A THREE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE TRAVERSE. THE TRAVERSE WAS MEASURED IN WALKING ORDER. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Engineering Services Manager Ken McIntyre, Public Works

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Amendment to access agreement with Pacific Realty, Inc.

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the amendment to the access agreement with Pacific Realty, Inc.

**SUMMARY:** In August of 2023, the City entered into an agreement with Pacific Realty, Inc to allow them to use a portion of City-owned property as a staging area for an adjacent construction project. In return, Pacific Realty prepared a pad on the City property for the Street’s Dept. to construct a sand/salt storage dome. Pacific Realty, Inc. is beginning work on another adjacent parcel, and has requested continued use of the staging area on the City parcel, as well as access to the west 50-ft of the City-owned parcel off of the newly constructed 156th St NE. This would allow them to continue utilizing an existing construction exit route to 152nd St NE that was previously stabilized to minimize track-out from the site to the public streets. Public Works sees this as a benefit, since the existing stabilized exit has been performing well. Pacific Realty, Inc. would be required to stabilize the disturbed portions of the City parcel at the conclusion of their construction.

**ATTACHMENTS:**  
[mccw000 Access agreement Amendment 2024-05-02.pdf](#)  
[Pac Realty Access Agreement \(Original\).pdf](#)

**FIRST AMENDMENT TO  
ACCESS AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND PACIFIC REALTY, INC.**

**THIS FIRST AMENDEMNT** (“First Amendment”) 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 Pacific Realty, Inc., a Delaware corporation (“Pacific Realty”).

WHEREAS, the parties hereto have previously entered into an access agreement whereby the City granted Pacific Realty access to a portion of the property with an APN of 31053300100500 (the “City Property”) for use as a laydown/staging area (the “Original Agreement”), said Original Agreement being dated August 14, 2023; and

WHEREAS, Pacific Realty desires additional access to the City Property along the westerly 50 feet of the northerly 800 feet of the City Property, to be used as a one-way haul route; and

WHEREAS, Pacific Realty desires the additional access to the City property in support of grading activity that is intended on the property with an APN of 31053300100700; and

WHEREAS, the City desires to grant access to Pacific Realty for the above-described haul route, as it will reduce truck use of an adjacent roadway, will divert truck traffic to an already-stabilized route, and will reduce mud runoff onto the adjacent roadways; and

WHEREAS, both parties desire to supplement the Original Agreement, by granting Pacific Realty additional access rights with regards to the haul route.

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

1. A new Section 1.1 shall be incorporated into the Original Agreement, which shall read as follows:

Pacific Realty may use the westerly fifty feet (50’) of the northerly eight hundred feet (800’) of the City Property as a one-way haul route for trucks entering the City Property from the adjacent roadway. A depiction of this area (as well as depiction of the truck route) is shown in Exhibit A-1. This area shall be considered as part of the “Premises” as defined in Section 1, and all rights and obligations with regards to the Premises shall also apply to this area. Prior to any grading activity, Pacific Realty shall obtain a grading permit.

2. Exhibit A-1 is attached hereto and made part of this First Amendment, and a part of the Original Agreement.

3. Section 9 is modified as follows:

Upon termination of the Agreement, Pacific Realty shall promptly and peacefully surrender the Premises, together with all keys, to City in as good condition as when received by Pacific Realty from City or as thereafter improved, reasonable wear and tear and insured casualty excepted. This obligation shall include restoring and stabilizing disturbed portions of the Premises (or any other portion of the City Property that is disturbed due to activities of Pacific Realty) to substantially the same condition as prior to the effective date of the Agreement.

4. Each and every provision of the Original Agreement dated August 14, 2023, shall remain in full force and effect, except as modified herein.

**[SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF MARYSVILLE

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

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

Pacific Realty, Inc.

By \_\_\_\_\_  
Name:  
Its:

ATTEST/AUTHENTICATED:

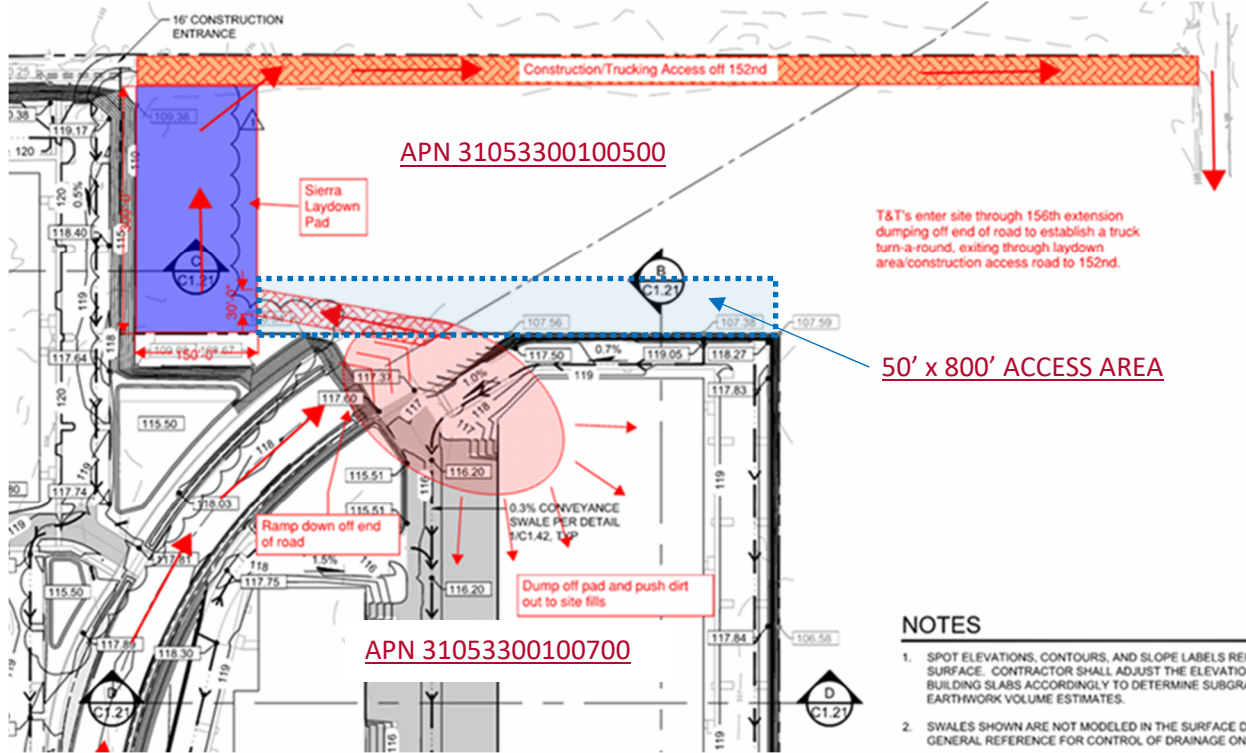
\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

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

Exhibit A-1

NORTH



## ACCESS AGREEMENT

**THIS ACCESS AGREEMENT** (the “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 (the “City”), and Pacific Realty, Inc., a corporation organized under the laws of the state of Delaware, located and doing business at 15350 SW Sequoia Pkwy #300, Portland, OR, 97224 (“Pacific Realty”).

WHEREAS, Pacific Realty is the owner of the property commonly known as 15908 47TH Avenue NE, Marysville, WA (APN 31052800400300) (the “Pacific Realty Property”); and

WHEREAS, the City owns the property with an APN of 31053300100500 (the “City Property”); and

WHEREAS, the City Property is located to the south of the Pacific Realty Property; and

WHEREAS, Pacific Realty is developing the Pacific Realty Property, and desires to use a portion of the City Property as a laydown and staging area; and

WHEREAS, the City desires for a portion of its property to be cleared and established as a building pad for its own future use; and

NOW, THEREFORE, the City and Pacific Realty agree as follows:

1. **Laydown/Staging Area.**

Pacific Realty may use that portion of the City Property identified on **Exhibit A** (the “Premises”) as a laydown/staging area for parking vehicles and equipment, storing materials, and temporary project trailer/office. No other uses are permitted without the written consent of the City. Pacific Realty will comply with all laws in its use of the Premises and is responsible for any utilities it desires to serve the Premises. No other portion of the City Property may be used by Pacific Realty except for as contemplated herein.

2. **Construction of Building Pad.**

In consideration for being allowed to use the laydown/staging area as contemplated in Section 1, Pacific Realty agrees that it will clear and construct a building pad on that portion of the City Property identified in **Exhibit B** (the “Building Pad”). Such construction will be completed by August 31, 2023, and in accordance with the specifications identified in **Exhibit C**. The City will inspect the Pacific Realty’s work upon notice from the Pacific Realty that such work is completed. In the event the City determines that the work is not in accordance with the specifications, the City will provide notice to the Pacific Realty of the deficiencies with the work, and the Pacific Realty will correct any such deficiencies.

3. **Term of Agreement.**

This Agreement will terminate upon the later of (a) Pacific Realty fully vacating the

Premises, or (b) completion of the Building Pad and acceptance by the City as contemplated in Section 2. In no event will the duration of this Agreement exceed eighteen months, unless otherwise agreed by the parties in writing.

4. **Default; Termination.**

In the event of a default of the terms of this Agreement, the non-defaulting party shall provide written notice to the defaulting party, which defaulting party shall have ten (10) days to correct the default. In the event the default is not corrected in that timeframe, the non-defaulting party may terminate this Agreement by providing written notice to the defaulting party.

5. **Signs.**

Pacific Realty shall obtain City's written consent as to size, location, materials, method of attachment, and appearance before installing any signs upon the Premises.

6. **Insurance.**

a. **Insurance Term.** Pacific Realty 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 activities contemplated herein (including without limitation use of the Premises and construction of the Building Pad) by Pacific Realty, its agents, representatives, or employees.

b. **No Limitation.** Pacific Realty's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of Pacific Realty 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.** Pacific Realty'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. 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 Pacific Realty'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.

Pacific Realty 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 Pacific Realty Limits. If Pacific Realty 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 Pacific Realty, irrespective of whether such limits maintained by Pacific Realty 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 Pacific Realty.

f. Other Insurance Provision. Pacific Realty'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 Pacific Realty's insurance and shall not contribute with it.

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

h. Waiver of Subrogation. Pacific Realty 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. Pacific Realty 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 Pacific Realty before commencement of the work. Upon request by the City, Pacific Realty shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. Pacific Realty shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of Pacific Realty-provided insurance as set forth herein, except Pacific Realty shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Pacific Realty 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. Pacific Realty 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 Pacific Realty 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 Pacific Realty 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 Pacific Realty from the City.

**7. Hold Harmless/Indemnification.**

Pacific Realty shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of (a) Pacific Realty's use of Premises, or (b) from the conduct of Pacific Realty's business, or (c) from any activity, work or thing done, permitted, or suffered by Pacific Realty in or about the Premises, or (d) Pacific Realty's construction of the Building Pad, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Pacific Realty's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Pacific Realty and City. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Waiver.**

Pacific Realty understands and acknowledges that the Premises are not held out by the City as a storage facility and Pacific Realty acknowledges that the City does not guarantee the security of the property being stored. Pacific Realty agrees to assume full responsibility for and risk of property damage and releases the City, its officers, and employees from any responsibility or liability for loss and/or damage to property stored on the Premises.

**9. Surrender.**

Upon termination of the Agreement, Pacific Realty shall promptly and peacefully

surrender the Premises, together with all keys, to City in as good condition as when received by Pacific Realty from City or as thereafter improved, reasonable wear and tear and insured casualty excepted.

**10. 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**

Ken McIntyre

501 Delta Avenue

Marysville, WA 98270

Notices to Pacific Realty shall be sent to the following address:

**PACIFIC REALTY ASSOCIATES LP**

Benjamin Chessar, PacTrust

15350 SW Sequoia Parkway, Suite 300

Portland, OR 97224

**11. 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF MARYSVILLE

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

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

PACIFIC REALTY, INC.,  
a Delaware corporation

By: Jeffrey A. Oswald  
~~J. Benjamin Chessar~~ JEFFREY A. OSWALD  
Its: Vice President

Attested/Authenticated:

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

Approved as to form:

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

# City of Marysville



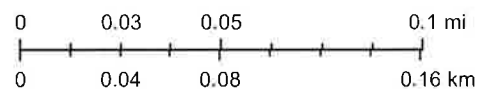
6/8/2023, 5:27:38 PM

1:4,514

- SnoCo Parcels
- Right of Ways (ROW)
- Municipality

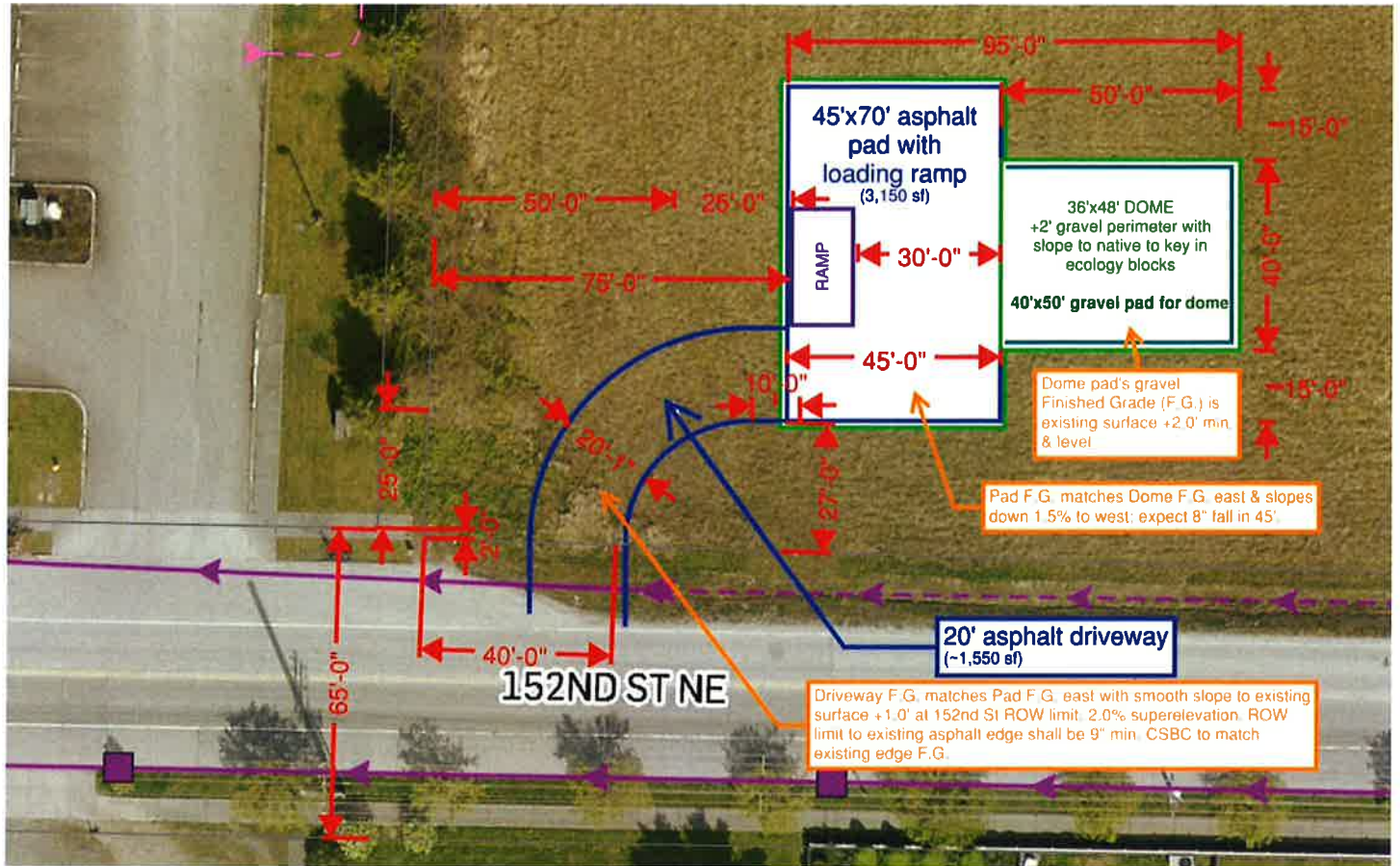
SnoCo 2022 Orthoimagery

- Red: Band\_1
- Green: Band\_2
- Blue:



## EXHIBIT A LAYDOWN PREMISES

EXHIBIT B



- A. All asphalt and dome will be placed by others (anticipated to be City forces; 6" total depth). All other work and materials will be procured and constructed consistent with this agreement and as detailed in this Exhibit.
- B. Grading will be performed and gravel base placement will result in the following generally consistent with EDDS Plan 3-202-004:
  - a. 3" minimum of compacted depth Crushed Surfacing Base Course (CSBC) at Finished Grade (F.G.) as shown.
  - b. 2' minimum perimeter of grading with CSBC at FG shall extend beyond the asphalt, dome perimeter, and driveway limits shown.
  - c. Compacted native, imported soils, or CSBC can otherwise be used to achieve FG.

**EXHIBIT B**  
**BUILDING PAD**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 6, 2024

**SUBMITTED BY:** Public Works Director Jeff Laycock, Public Works

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** **New Business**

**SUBJECT:** An **Ordinance** of the City Council of the City of Marysville, Washington, amending sections 14.07.080 and 17.07.100 of the Municipal Code to provide the availability of credit toward certain oversized capital improvement charges.

**SUGGESTED ACTION:** Recommended Motion: I move to adopt Ordinance No. \_\_\_\_.

**SUMMARY:**

Section 14.07.080 of the municipal code currently provides for reimbursement for oversized water and sewer mains. This applies to water main over eight (8) inches and sewer main over ten (10) inches in diameter, and if the purpose of such oversizing is to provide for future extension and not just for the benefit of the adjacent property. The reimbursement is for the difference in material cost only and is issued in the form of direct payment at the time of acceptance by the City.

The changes proposed to section 14.07.080 of the municipal code is modified such that the reimbursement is in the form of credit against capital improvement charges only. In addition, the applicable water main size is increased to over twelve (12) inches and sewer main over ten (10) inches but less than eighteen (18) inches in diameter for oversizing. For sewer main equal to and over eighteen (18) inches in diameter, a credit for the full construction of such sewer main would apply. The reason for this is that this size of sewer main is generally identified in the sewer comprehensive plan as a trunk sewer for the purposes of providing capacity to serve a larger basin and construction of such comes at a much higher cost.

Furthermore, section 14.07.100 also provides for reimbursement or credit for construction of capital improvements of water, sewer and stormwater systems. This section is modified to only provide for credit.

---

**ATTACHMENTS:**

[Ordinance - Amend MMC 14.07.docx](#)

[14.07 Proposed.docx](#)



CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING SECTIONS 14.07.080 AND 14.07.100 OF THE MUNICIPAL CODE TO PROVIDE AVAILABILITY OF CREDIT TOWARD CERTAIN OVERSIZED CAPITAL IMPROVEMENT CHARGES.**

WHEREAS, the municipal code currently does not provide for availability of a credit against corresponding capital improvement charges for the construction of oversized water and sewer utilities, when those utilities would serve adjacent properties; and

WHEREAS, the City desires to amend its municipal code so that property owners can be granted a credit against corresponding capital improvement charges for the construction of oversized water and sewer utilities, when those utilities would serve adjacent properties; and

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

SECTION 1. Marysville Municipal Code section 14.07.080 is amended as set forth in **Exhibit A**.

SECTION 2. Marysville Municipal Code section 14.07.100 is amended as set forth in **Exhibit B**.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF MARYSVILLE

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

Attest:

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

Approved as to form:

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

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

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

## EXHIBIT A

### **14.07.080 Reimbursement for oversized water and sewer mains.** Credit towards capital improvement charges for oversized water and sewer mains

~~In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility. If a property owner/developer is required to install a water main with a diameter in excess of eight inches or a sewer main with a diameter in excess of 10 inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may reimburse the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such reimbursement shall be made except upon the following: complete installation of the water or sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water or sewer main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the reimbursement by the city engineer. As an alternative to seeking reimbursement, the property owner/developer may request, and the city engineer may grant, a credit, in the amount of the reimbursement that may otherwise be available, against the corresponding capital improvement charges imposed under MMC 14.07.010. For example, if a water main is oversized, a credit may be granted against the water capital improvement charge imposed under MMC 14.07.010, but not the sewer capital improvement charge.~~

In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility.

The city engineer may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC 14.07.010 for the purpose of constructing oversized water and sewer mains. The amount of any credit shall be the lesser of (a) the total costs incurred as described in (1), (2) and (3) below or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to the corresponding capital improvement charges (i.e., construction of a water utility may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

- (1) If a property owner/developer is required to install a water main with a diameter in excess of twelve (12) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the water main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in

accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.

- (2) If a property owner/developer is required to install a sewer main with a diameter in excess of ten (10) inches but less than eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer main to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (3) If a property owner/developer is required to install a sewer main with a diameter equal to or in excess of eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer an amount not to exceed the costs incurred to construct the sewer main. No such credit shall be made except upon the following: complete construction of the sewer project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer project to the city in accordance with MMC 14.03.420; submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC 14.03.430; certification of the sewer project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer.

## EXHIBIT B

### 14.07.100 ~~Reimbursement for Credit towards~~ construction of capital improvements.

The city's comprehensive plan identifies certain future city infrastructure projects needed for continued efficient operation of its water, sewer, and storm water systems. In all cases, the city engineer shall determine the location and design of any infrastructure ~~projects project~~ connected to the city's water, sewer, or storm water systems. The city engineer's determination shall be consistent with the city's comprehensive plan and long-range objectives for the water, sewer, and storm water utilities. If a property owner/developer agrees to construct an infrastructure project identified in the city's comprehensive plan that provides water, sewer, or storm water system capacity greater than that needed to meet the needs of the property responsible for constructing the project, the city may:

~~(1) Reimburse the property owner/developer for an amount not to exceed the costs incurred in constructing the project; or~~

~~(2) Grant grant~~ the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC [14.07.010](#). The amount of any credit shall be the lesser of (a) the total costs incurred in constructing the project or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to corresponding capital improvement charges (i.e., construction of a water project may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

No such ~~reimbursement or~~ credit shall be made except upon the following: complete construction of the infrastructure project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the infrastructure project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#) or [14.15.130](#); certification of the infrastructure project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the ~~reimbursement credit~~ by the city engineer.

## Chapter 14.07 Fees and Charges and Reimbursements

### 14.07.080 Credit towards capital improvement charges for oversized water and sewer mains.

In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility.

The city engineer may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC 14.07.010 for the purpose of constructing oversized water and sewer mains. The amount of any credit shall be the lesser of (a) the total costs incurred as described in (1), (2) and (3) below or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to the corresponding capital improvement charges (i.e., construction of a water utility may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

- (1) If a property owner/developer is required to install a water main with a diameter in excess of twelve (12) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the water main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the water main to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (2) If a property owner/developer is required to install a sewer main with a diameter in excess of ten (10) inches but less than eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer for the difference in material costs incurred solely by reason of the oversizing requirement. No such credit shall be made except upon the following: complete installation of the sewer main and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer main to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the oversizing costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the oversizing costs by the city engineer; and approval of the credit by the city engineer.
- (3) If a property owner/developer is required to install a sewer main with a diameter equal to or in excess of eighteen (18) inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area and not merely to meet the needs of the property responsible for constructing the main, the city may credit the property owner/developer an amount not to exceed the costs incurred to construct the sewer main. No such credit shall be made except upon the following: complete

construction of the sewer project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the sewer project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#); certification of the sewer project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer. (Ord. 3065 § 1, 2017; Ord. 2816 § 1 (Exh. A), 2010; Ord. 1434, 1985).

## **14.07.100 Credit towards capital improvement charges for construction of capital improvements.**

 SHARE

The city's comprehensive plan identifies certain future city infrastructure projects needed for continued efficient operation of its water, sewer, and storm water systems. In all cases, the city engineer shall determine the location and design of any infrastructure project connected to the city's water, sewer, or storm water systems. The city engineer's determination shall be consistent with the city's comprehensive plan and long-range objectives for the water, sewer, and storm water utilities.

If a property owner/developer agrees to construct an infrastructure project identified in the city's comprehensive plan that provides water, sewer, or storm water system capacity greater than that needed to meet the needs of the property responsible for constructing the project, the city may grant the property owner/developer a credit against the corresponding capital improvement charges to be imposed against the property/project under MMC [14.07.010](#). The amount of any credit shall be the lesser of (a) the total costs incurred in constructing the project or (b) the total of all corresponding capital improvement charges to be imposed against the property/project. Any credit may only be applied to corresponding capital improvement charges (i.e., construction of a water project may be credited against water capital improvement charges but not sewer or storm water capital improvement charges).

No such credit shall be made except upon the following: complete construction of the infrastructure project and approval of the same by the city engineer; submittal of a bill of sale and warranty for the infrastructure project to the city in accordance with MMC [14.03.420](#); submittal of bonding and proof of insurance as may be required by the city engineer in accordance with MMC [14.03.430](#) or [14.15.130](#); certification of the infrastructure project's costs, with such verification from the material supplier and contractor as the city engineer may require; approval of the infrastructure project costs by the city engineer; and approval of the credit by the city engineer. (Ord. 3065 § 3, 2017).