



MARYSVILLE

WASHINGTON

**Marysville, WA REGULAR MEETING
MONDAY, DECEMBER 12, 2022 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

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

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Resource Centers

Audience Participation

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

Consent

1. November 23, 2022 Payroll in the amount of \$1,620,809.43 Paid by EFT Transactions and Check Numbers 34209 through 34221.
2. November 23, 2022 Claims in the Amount of \$1,181,733.19 Paid by EFT Transactions and Check Numbers 159205 through 159284.
[112322.rtf](#)
3. November 30, 2022 Claims in the Amount of \$1,291,736.68 Paid by EFT

Transactions and Check Numbers 159285 through 159384.
[113022.rtf](#)

4. Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant

Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant.
[Overhead Expenses for Therapeutic Court Grant 11-28-22.docx](#)

5. Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project

Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.
[PSA_SuppSF.docx](#)
[PH QZ Additional Scope & Fee.updated.pdf](#)

6. Interagency Agreement between Washington State Administrative Office of the Court and Marysville for continued participation in the Interpreter Reimbursement program

Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Court and Marysville to continue participation in the Interpreter Reimbursement program
[Interpreter Reimbursement.pdf](#)
[Exhibit A - FY23 Language Access Interpreter Reimbursement.docx](#)
[Exhibit B-Annotated Language Access Plan Template for Approval.pdf](#)

Review Bids

Public Hearings

New Business

7. A **Resolution** for Proposed Rate Increase at Cedarcrest Golf Course

Recommended Motion: I move to adopt Resolution No. _____.

[Cedarcrest proposed 6 year plan for rates increase 20-25 - MF \(002\).pdf](#)
[Golf Fees Resolution 11-29-22.docx](#)

9. An **Ordinance** of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to the Use of Controlled Substances in Public Places

Recommended Motion: I move to adopt Ordinance No. _____.
[Use of a Controlled Substance in Public Ordinance.docx](#)

10. An **Ordinance** of the City of Marysville Amending Section 6.54.010 of the Municipal Code and Adopting the State Crime of Unlawful Transit Conduct in RCW 9.91.025

Recommended Motion: I move to adopt Ordinance No. _____.
[Unlawful Transit Conduct Ordinance 11-30-22.docx](#)

11. Intergovernmental Agreement for Snohomish County Diversion Center Participation *

Recommended Motion: I move to approve the Intergovernmental Agreement for Snohomish County Diversion Center Participation.
[2023 Marysville DC Agreement .pdf](#)

12. 2022 Community Beautification Program Award Approval *

Recommended Motion: I move to approve the 2022 applicant awards for Community Beautification Program funding in the amount of \$39,413.87.

13. Contract Award: Ebey Waterfront Park Docks Restoration *

Recommended Motion: I move to authorize the Mayor to execute the Ebey Waterfront Park Docks Restoration contract with Trowbridge LLC in the amount of \$150,428.33 and approve a management reserve of \$15,042.83 for a total allocation of \$165,471.16.
[Trowbridge Contract for Ebey Waterfront Docks Restoration.pdf](#)
[Bid Tab 2022-11-01 with additional proposed.pdf](#)

14. An **Ordinance** Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure items as Budgeted for in Ordinance No. 3160 *

Recommended Motion: I move to adopt Ordinance No. _____.

15. Liability Renewal Proposal 2023-2024 Coverage Year *

Recommended Motion: I move to authorize the Mayor to sign and execute the Liability Insurance program with Alliant for 2023-2024 in an amount not to exceed \$600,000.
[23-24 Marysville UPDATED-DRAFT 12-9-22 Liability Renewal Draft Program Comparison and Projected Cost.pdf](#)

16. An **Ordinance** Amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239 *

Recommended Motion: I move to authorize the Mayor to sign an execute an ordinance amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in

Ordinance No. 3239.

[2023-2024 Biennial Budget Amendment Ordinance draft.docx](#)

17. Professional Services Agreement with Transpo Group for Design of the 116th St. Pavement Preservation National Highway System (NHS) Project *

Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the 116th St Pavement Preservation National Highway System project for the total amount of \$103,344.51.
[Transpo Group PSA_116th St_R2108.pdf](#)

18. Professional Services Agreement with Transpo Group for Design of the State Ave Pavement Preservation National Highway System (NHS) Project *

Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the State Ave Pavement Preservation NHS project for the total amount of \$164,354.96.
[Transpo Group PSA_State Ave_R2107.pdf](#)

19. State Avenue Phase 1 Corridor Improvement Project (100th Street NE to 104th Street NE) – Supplemental Agreement to the Public Works Contract Between the City of Marysville and Strider Construction Co. Inc. *

Recommended Motion: I move to authorize the Mayor to execute the Supplemental Agreement to the Public Works Contract Between the City of Marysville and Strider Construction Co., Inc. for the State Avenue Phase I Corridor Improvement Project.
[Strider Supplemental 12.9.2022.pdf](#)
[Exhibit A.pdf](#)

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: December 12, 2022

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Resource Centers

SUGGESTED ACTION:

SUMMARY: Presentation by a team about Community Resource Centers.
(Speakers and supporting documentation to be supplied later.)

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Senior Accounting Technician Karen Kussy, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: November 23, 2022 Payroll in the amount of \$1,620,809.43
Paid by EFT Transactions and Check Numbers 34209 through 34221.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 23, 2022 Claims in the Amount of \$1,181,733.19 Paid by EFT Transactions and Check Numbers 159205 through 159284.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[112322.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2022 TO 11/23/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159205	LICENSING, DEPT OF	DRIVING ABSTRACT	PERSONNEL ADMINISTRATION	15.00
159206	LICENSING, DEPT OF		PERSONNEL ADMINISTRATION	15.00
159207	911 SUPPLY INC.	UNIFORMS - CARLILE	POLICE PATROL	148.59
	911 SUPPLY INC.	UNIFORMS - TOLBERT	POLICE PATROL	218.78
	911 SUPPLY INC.	UNIFORMS - ELTON	POLICE ADMINISTRATION	819.31
159208	A & A LANGUAGE SERV	INTERPRETER SERVICES	COURTS	170.00
159209	ACOSTA, JESSE		COURTS	132.50
159210	ALEXANDER PRINTING	BUSINESS CARDS	POLICE PATROL	87.85
	ALEXANDER PRINTING		COMMUNITY SERVICES UNIT	100.00
	ALEXANDER PRINTING	PAMPHLETS	PLANNING & COMMUNITY DEV	126.61
	ALEXANDER PRINTING	EMERGENCY ALERT FLYERS	EXECUTIVE ADMIN	210.47
	ALEXANDER PRINTING	ENVELOPES FOR EXEC	EXECUTIVE ADMIN	229.42
159211	ALL BATTERY SALES & ALL BATTERY SALES &	HEADLAMPS AND DELIVERY MOTORVAC INJECTION ADDITIVE	ER&R ER&R	76.49 118.02
159212	AMAZON CAPITAL	CREDIT PHONE HOLDER	POLICE INVESTIGATION	-71.76
	AMAZON CAPITAL	SPARE CAT KEYS FOR CIVIC GENERATOR	CITY HALL	9.84
	AMAZON CAPITAL	SUPPLIES	DETENTION & CORRECTION	10.93
	AMAZON CAPITAL		POLICE TRAINING-FIREARMS	25.13
	AMAZON CAPITAL	SUPPLIES, PRIVACY FILM	POLICE INVESTIGATION	26.20
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	26.24
	AMAZON CAPITAL	PHONE STAND	WATER DIST MAINS	29.51
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	30.62
	AMAZON CAPITAL	SUPPLIES, LABELS	POLICE INVESTIGATION	32.80
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	56.60
	AMAZON CAPITAL	LOBBY CAMERA/DISPLAY KEYBOARDS	CAPITAL EXPENDITURES	59.06
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	71.76
	AMAZON CAPITAL	SUPPLIES, HEADPHONES	POLICE INVESTIGATION	80.76
	AMAZON CAPITAL	PLOTTER PAPER	POLICE INVESTIGATION	84.02
	AMAZON CAPITAL	SUPPLIES, HEADPHONES	POLICE ADMINISTRATION	87.47
	AMAZON CAPITAL	SUPPLIES	POLICE PATROL	91.04
	AMAZON CAPITAL		POLICE INVESTIGATION	95.23
	AMAZON CAPITAL	SUPPLIES, PHONE HOLDER	POLICE INVESTIGATION	98.28
	AMAZON CAPITAL	KEURIG	UTILITY BILLING	98.45
	AMAZON CAPITAL	YAMAHA OIL FILTER	ER&R	112.30
	AMAZON CAPITAL	SPLICE CONNECTOR	METER READING	185.90
	AMAZON CAPITAL	SUPPLIES, GARRETT ARMREST/CUFF	POLICE INVESTIGATION	200.79
	AMAZON CAPITAL	LOBBY TV INTEL STICK & ACCESSORIES	CAPITAL EXPENDITURES	205.54
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	226.86
	AMAZON CAPITAL	MICROPHONE STAND & GRAPHICS CARD	CAPITAL EXPENDITURES	359.80
	AMAZON CAPITAL	SUPPLIES	COMMUNITY SERVICES UNIT	362.14
	AMAZON CAPITAL	WHITEBOARDS	COMPUTER SERVICES	1,017.63
159213	ANDERSON, KRISTEN	PROTEM SERVICES	MUNICIPAL COURTS	370.00
159214	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	5.21
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	62.46
	ARAMARK UNIFORM		EQUIPMENT RENTAL	62.46
	ARAMARK UNIFORM		EQUIPMENT RENTAL	69.23
159215	ARLINGTON HARDWARE	18" CHAINSAW CHAINS	SOURCE OF SUPPLY	98.34
	ARLINGTON HARDWARE	MISC. BRASS FITTING	SOURCE OF SUPPLY	594.72
159216	ARLINGTON, CITY OF	AIRPORT RENTAL	POLICE TRAINING-FIREARMS	158.05

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159217	AS YOU WISH ELECTRIC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	35.00
159218	BICKFORD FORD	RETURN COIL ASSEMBLY	EQUIPMENT RENTAL	-92.55
	BICKFORD FORD	STEERING COLUMN ASSEMBLY	EQUIPMENT RENTAL	104.32
	BICKFORD FORD	SCORPION ATR TIRE	EQUIPMENT RENTAL	211.52
	BICKFORD FORD	SPARK PLUG, COIL ASSEMBLY, GASKET	EQUIPMENT RENTAL	408.65
	BICKFORD FORD	REAR BRAKE PADS & ROTORS, BRACKET	ER&R	532.24
159219	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 11/3 TO 11/8	UTILITY BILLING	2,130.09
159220	BOB BARKER COMPANY	SUPPLIES & DEODORANT	DETENTION & CORRECTION	378.35
159221	BRAKE AND CLUTCH	KIT-BK REP-MAJ J034	EQUIPMENT RENTAL	32.03
	BRAKE AND CLUTCH	CAMSHAFT-LH, CAMSHAFT-RH, CAM KIT	EQUIPMENT RENTAL	256.46
	BRAKE AND CLUTCH	AD-9 J026	EQUIPMENT RENTAL	276.32
	BRAKE AND CLUTCH	AUTOMATIC BRAKE ADJUSTER KIT	ER&R	615.17
	BRAKE AND CLUTCH	AUTOMATIC BRAKE ADJUSTER KITS	ER&R	628.39
	BRAKE AND CLUTCH	KIT-BK O/H-MAJ, BRAKE DRUM J031	EQUIPMENT RENTAL	1,600.52
	BRAKE AND CLUTCH	STEER AXLE BRAKE PARTS FOR J034	EQUIPMENT RENTAL	1,624.81
159222	CENTRAL SQUARE TECH	ANNUAL MAINTENANCE - TRAKIT	COMMUNITY SERVICES UNIT	1,498.10
	CENTRAL SQUARE TECH		COMPUTER SERVICES	1,498.10
	CENTRAL SQUARE TECH		UTIL ADMIN	4,494.31
	CENTRAL SQUARE TECH		COMMUNITY	13,482.92
159223	COOP SUPPLY	SUPPLIES	POLICE PATROL	83.09
159224	COPIERS NORTHWEST	PRINTER RELOCATION TO MCC	CAPITAL EXPENDITURES	370.76
159225	COSTLESS SENIOR SRVC	INMATE MEDICAL COSTLESS	DETENTION & CORRECTION	62.60
	COSTLESS SENIOR SRVC	INMATE MEDS	DETENTION & CORRECTION	516.61
	COSTLESS SENIOR SRVC	INMATE MEDICAL COSTLESS	DETENTION & CORRECTION	629.63
159226	CRYSTAL SPRINGS	WATER COOLER RENTAL	COMMUNITY	23.54
159227	DALE E WILHELMI	SETTLEMENT	GMA - STREET	750.00
159228	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT	PUBLIC DEFENSE	52,000.00
159229	GOVCONNECTION INC	HP PRINTER	OFFICE OPERATIONS	463.74
159230	GRIFFLE, ELISABETH	PERDIEM	LEGAL - PROSECUTION	135.70
159231	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
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	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
159232	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	828.82
159233	HEWLETT PACKARD	INFORMATION SERVICES	LEGAL - PROSECUTION	0.60
	HEWLETT PACKARD		WATER QUAL TREATMENT	0.77

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159233	HEWLETT PACKARD	INFORMATION SERVICES	COMMUNITY SERVICES UNIT	1.77
	HEWLETT PACKARD		UTIL ADMIN	4.69
	HEWLETT PACKARD		SEWER MAIN COLLECTION	9.44
	HEWLETT PACKARD		STORM DRAINAGE	9.44
	HEWLETT PACKARD		PARK & RECREATION FAC	12.71
	HEWLETT PACKARD		WASTE WATER TREATMENT	13.79
	HEWLETT PACKARD		CITY CLERK	34.52
	HEWLETT PACKARD		FINANCE-GENL	34.52
	HEWLETT PACKARD		MUNICIPAL COURTS	38.85
	HEWLETT PACKARD		COMPUTER SERVICES	70.21
	HEWLETT PACKARD		UTILITY BILLING	79.78
159234	HURRICANE BUTTERFLY	VESTS	POLICE PATROL	-2,379.70
	HURRICANE BUTTERFLY		POLICE PATROL	3,351.78
159235	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	146.25
159236	ICMA MEMBER SERVICES	ANNUAL DUES	NON-DEPARTMENTAL	1,200.00
159237	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	21.92
	J2 CLOUD SERVICES		LEGAL-GENL	21.92
	J2 CLOUD SERVICES		COMPUTER SERVICES	43.77
	J2 CLOUD SERVICES		WATER DIST MAINS	43.85
	J2 CLOUD SERVICES		UTILITY BILLING	43.85
	J2 CLOUD SERVICES		CITY CLERK	43.85
	J2 CLOUD SERVICES		COMMUNITY	43.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	43.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	43.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	43.85
	J2 CLOUD SERVICES		RECREATION SERVICES	43.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	43.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	43.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	43.85
	J2 CLOUD SERVICES		PROBATION	43.85
	J2 CLOUD SERVICES		FINANCE-GENL	43.85
	J2 CLOUD SERVICES		UTIL ADMIN	43.85
	J2 CLOUD SERVICES		ENGR-GENL	43.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	43.85
	J2 CLOUD SERVICES		OFFICE OPERATIONS	87.69
	J2 CLOUD SERVICES		MUNICIPAL COURTS	131.54
159238	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	130.00
159239	LASTING IMPRESSIONS	POLO FOR CONNIE MENNIE	EXECUTIVE ADMIN	31.00
	LASTING IMPRESSIONS	LANYARDS	POLICE ADMINISTRATION	350.08
	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	951.78
159240	LEIRA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	135.00
159241	MARYSVILLE DEVELOPME	UB REFUND	WATER/SEWER OPERATION	56.28
159242	MARYSVILLE FIRE	INMATE EMERGENCY MEDICAL TRANSPORT	DETENTION & CORRECTION	515.98
159243	MARYSVILLE, CITY OF	UTILITY SERVICES	GOLF ADMINISTRATION	222.44
	MARYSVILLE, CITY OF		AFFORDABLE HOUSING	357.20
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	359.00
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	420.31
159244	MILLETT, JENNIFER	PERDIEM	LEGAL - PROSECUTION	88.50
159245	NORTH SOUND HOSE	GREEN SPRAY TANK PLUMBING	SMALL ENGINE SHOP	43.23
	NORTH SOUND HOSE	BALL VALVES & PIPE FITTINGS	EQUIPMENT RENTAL	99.51

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159245	NORTH SOUND HOSE	GREEN TANK PLUMBING	SMALL ENGINE SHOP	101.09
	NORTH SOUND HOSE	AIR HOSE REST GREEN SPRAY TANK	SMALL ENGINE SHOP	101.21
159246	ODP BUSINESS Solutio	SUPPLIES, PAPER	OFFICE OPERATIONS	23.67
	ODP BUSINESS Solutio	SUPPLIES	POLICE ADMINISTRATION	55.15
	ODP BUSINESS Solutio		POLICE PATROL	56.38
	ODP BUSINESS Solutio		POLICE PATROL	72.25
	ODP BUSINESS Solutio	SUPPLIES, PAPER	POLICE PATROL	87.78
	ODP BUSINESS Solutio	SUPPLIES, LABELS	OFFICE OPERATIONS	138.04
	ODP BUSINESS Solutio	SUPPLIES	OFFICE OPERATIONS	140.07
	ODP BUSINESS Solutio	SUPPLIES, BATTERIES	POLICE PATROL	147.29
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	505.12
159247	OMIGA SOLUTIONS LLC	COURT SUPPORT/MAINTENANCE	MUNICIPAL COURTS	6,300.00
159248	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
159249	PEREZ, JEFF	UB REFUND	GARBAGE	280.62
159250	POLCO	NATIONAL CITIZEN SURVEY	EXECUTIVE ADMIN	19,800.00
159251	PROFORCE LAW ENFORC	TAC GUNS	POLICE TRAINING-FIREARMS	1,395.40
159252	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	820.00
	PUBLIC SAFETY PSYCHO		POLICE ADMINISTRATION	2,700.00
159253	PUD	ACCT #205195373	PARK & RECREATION FAC	22.05
	PUD	ACCT #202011813	PUMPING PLANT	22.20
	PUD	ACCT #200973956	SEWER LIFT STATION	23.44
	PUD	ACCT #200448801	TRANSPORTATION	48.47
	PUD	ACCT #202303301	SEWER LIFT STATION	62.29
	PUD	ACCT #221115934	MAINT OF GENL PLANT	63.33
	PUD	ACCT #222664310	TRANSPORTATION	67.14
	PUD	ACCT #220681340	STORM DRAINAGE	78.95
	PUD	ACCT #222664740	TRANSPORTATION	85.99
	PUD	ACCT #201628880	WASTE WATER TREATMENT	114.46
	PUD	ACCT #222663973	TRANSPORTATION	116.76
	PUD	ACCT #201675634	WASTE WATER TREATMENT	364.38
	PUD	ACCT #202177333	MAINT OF GENL PLANT	616.52
	PUD	ACCT #201587284	WASTE WATER TREATMENT	695.54
	PUD	ACCT #201639689	MAINT OF GENL PLANT	978.59
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,014.56
	PUD	ACCT #201420635	WASTE WATER TREATMENT	9,784.17
	PUD	ACCT #201721180	WASTE WATER TREATMENT	21,447.93
159254	QUADIENT LEASING USA	POSTAGE LEASE	MUNICIPAL COURTS	497.85
159255	REDFINNOW BORROWER L	UB REFUND	WATER/SEWER OPERATION	255.39
159256	REECE TRUCKING	SALES TAX EXEMPT RULE 171/RETAINAGE	MARYSVILLE TBD	-48,373.51
	REECE TRUCKING		GENL GVRNMNT SERVICES	967,470.08
159257	ROBERT DROLL LANDSCA	DESIGN FOR STRAWBERRY FIELDS	GMA-PARKS	28,578.50
159258	ROSEMOUNT ANALYTICAL	CHLORINE, CABLE	SUNNYSIDE FILTRATION	1,018.00
159259	SAFETY, HEALTH AND E	CONFINED SPACE TRAINING	UTIL ADMIN	110.71
	SAFETY, HEALTH AND E		UTIL ADMIN	110.71
	SAFETY, HEALTH AND E		TRANSPORTATION	130.43
	SAFETY, HEALTH AND E		UTIL ADMIN	130.43
	SAFETY, HEALTH AND E		UTIL ADMIN	130.45
	SAFETY, HEALTH AND E		UTIL ADMIN	221.43
	SAFETY, HEALTH AND E		UTIL ADMIN	221.43
	SAFETY, HEALTH AND E		CUSTODIAL SERVICES	391.30

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FOR INVOICES FROM 11/23/2022 TO 11/23/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159259	SAFETY, HEALTH AND E	CONFINED SPACE TRAINING	UTIL ADMIN	391.30
	SAFETY, HEALTH AND E		TRAINING	664.29
	SAFETY, HEALTH AND E		UTIL ADMIN	782.61
	SAFETY, HEALTH AND E		SOLID WASTE OPERATIONS	996.43
	SAFETY, HEALTH AND E		UTIL ADMIN	1,043.48
159260	SCHELLER, BILL & ARD	UTILITY BILLING REFUND	WATER/SEWER OPERATION	166.80
159261	SCORE	SCORE HOUSING	DETENTION & CORRECTION	13,056.12
159262	SHI INTERNATIONAL	ADOBE PRO LICENSE	UTIL ADMIN	71.56
	SHI INTERNATIONAL		UTIL ADMIN	71.56
	SHI INTERNATIONAL		COMMUNITY	71.56
	SHI INTERNATIONAL	ADOBE FRAME MAKER	FINANCE-GENL	384.83
159263	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE PATROL	35.84
159264	SLENKER, ROBERT	COMMERCIAL DRIVER'S LICENSE	UTIL ADMIN	136.00
159265	SNO CO FINANCE	VEHICLE REPAIRS	EQUIPMENT RENTAL	149.12
	SNO CO FINANCE		EQUIPMENT RENTAL	271.64
	SNO CO FINANCE		EQUIPMENT RENTAL	2,986.38
	SNO CO FINANCE		EQUIPMENT RENTAL	3,043.07
	SNO CO FINANCE		EQUIPMENT RENTAL	3,061.18
159266	SOUND PUBLISHING	RIGHT OF WAY ACQUISITION SERVICES	GMA - STREET	175.68
159267	STERICYCLE, INC.	SHREDDING	POLICE PATROL	72.43
159268	STEVENS, LEAH & JONA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	31.94
159269	STONE, WILLIAM III		WATER/SEWER OPERATION	21.27
159270	SUN BADGE CO	REPAIR COMMANDER BADGE	GENERAL FUND	-5.26
	SUN BADGE CO		POLICE ADMINISTRATION	61.26
159271	SYNAPTEC SOFTWARE	LAW BASE MAINTENANCE SUPPORT	MUNICIPAL COURTS	940.00
159272	TERRA RESOURCE GROUP	STAFFING FEE - RACHEL MONTGOMERY	PERSONNEL ADMINISTRATION	841.44
	TERRA RESOURCE GROUP		PERSONNEL ADMINISTRATION	1,402.40
159273	TULALIP CHAMBER	TOURISM GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	10,000.00
159274	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	35.07
159275	WANG, MING	UTILITY BILLING REFUND	WATER/SEWER OPERATION	26.92
159276	WELSH COMMISSIONING	CIVIC CENTER	CAPITAL EXPENDITURES	1,680.75
	WELSH COMMISSIONING	CIVIC CENTER TI	CAPITAL EXPENDITURES	5,752.50
159277	WEST PAYMENT CENTER	WA PRACTICE COURTROOM HANDBOOK	LEGAL - PROSECUTION	780.02
159278	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	295.20
159279	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	36.38
	ZIPLY FIBER		POLICE INVESTIGATION	36.39
159280	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	25.90
	ZIPLY FIBER		MUNICIPAL COURTS	110.41
159281	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	207.33
159282	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	111.47
	ZIPLY FIBER		SUNNYSIDE FILTRATION	125.71
159283	ZIPLY FIBER	LOCAL AND LD LINES	COMMUNITY INFO SERV	9.00
	ZIPLY FIBER		CRIME PREVENTION	9.00
	ZIPLY FIBER		PROPERTY TASK FORCE	9.00
	ZIPLY FIBER		WATER QUAL TREATMENT	9.00
	ZIPLY FIBER		PURCHASING/CENTRAL	9.00
	ZIPLY FIBER		FACILITY MAINTENANCE	9.00
	ZIPLY FIBER		CITY CLERK	18.00
	ZIPLY FIBER		YOUTH SERVICES	18.00
	ZIPLY FIBER		SOLID WASTE CUSTOMER	18.00
	ZIPLY FIBER		LEGAL-GENL	27.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/23/2022 TO 11/23/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159283	ZIPLY FIBER	LOCAL AND LD LINES	STORM DRAINAGE	27.01
	ZIPLY FIBER		GIS SERVICES IS	27.01
	ZIPLY FIBER		PARK & RECREATION FAC	36.01
	ZIPLY FIBER		GENERAL	36.01
	ZIPLY FIBER		LEGAL - PROSECUTION	45.01
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	45.01
	ZIPLY FIBER		RECREATION SERVICES	54.01
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	54.01
	ZIPLY FIBER		EQUIPMENT RENTAL	63.01
	ZIPLY FIBER		UTILITY BILLING	81.02
	ZIPLY FIBER		COMPUTER SERVICES	90.00
	ZIPLY FIBER		FINANCE-GENL	90.02
	ZIPLY FIBER		POLICE INVESTIGATION	90.02
	ZIPLY FIBER		POLICE ADMINISTRATION	99.02
	ZIPLY FIBER		WASTE WATER TREATMENT	99.02
	ZIPLY FIBER		EXECUTIVE ADMIN	108.02
	ZIPLY FIBER		OFFICE OPERATIONS	108.02
	ZIPLY FIBER		MUNICIPAL COURTS	117.02
	ZIPLY FIBER		UTIL ADMIN	117.02
	ZIPLY FIBER		COMMUNITY	162.03
	ZIPLY FIBER		ENGR-GENL	180.03
	ZIPLY FIBER		DETENTION & CORRECTION	198.04
	ZIPLY FIBER		POLICE PATROL	459.09
159284	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.28

WARRANT TOTAL: 1,181,722.30

BANK OF AMERICA REQUISITION WAS VOIDED BEFORE PRINTING CHECKS INITIATOR ERROR 10.89

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$1,181,733.19



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: November 30, 2022 Claims in the Amount of \$1,291,736.68 Paid by EFT Transactions and Check Numbers 159285 through 159384.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[113022.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159285	US BANK	P-CARD PAYMENT	GMA-PARKS	-53.75
	US BANK		ENGR-GENL	-50.00
	US BANK		GENERAL FUND	-31.06
	US BANK		GENERAL FUND	-23.41
	US BANK		COMPUTER SERVICES	1.14
	US BANK		WATER QUAL TREATMENT	1.49
	US BANK		EXECUTIVE ADMIN	3.82
	US BANK		EXECUTIVE ADMIN	10.00
	US BANK		WATER QUAL TREATMENT	10.45
	US BANK		EXECUTIVE ADMIN	21.88
	US BANK		PARK & RECREATION FAC	25.00
	US BANK		CITY COUNCIL	25.00
	US BANK		EXECUTIVE ADMIN	25.00
	US BANK		EXECUTIVE ADMIN	25.38
	US BANK		POLICE ADMINISTRATION	26.12
	US BANK		CITY COUNCIL	28.40
	US BANK		CITY HALL	28.42
	US BANK		CITY CLERK	31.98
	US BANK		POLICE INVESTIGATION	38.25
	US BANK		EXECUTIVE ADMIN	44.60
	US BANK		FINANCE-GENL	49.62
	US BANK		UTILITY BILLING	49.62
	US BANK		CITY COUNCIL	49.69
	US BANK		EXECUTIVE ADMIN	49.69
	US BANK		EXECUTIVE ADMIN	62.72
	US BANK		EXECUTIVE ADMIN	64.28
	US BANK		EXECUTIVE ADMIN	67.13
	US BANK		TRANSPORTATION	70.00
	US BANK		EXECUTIVE ADMIN	75.00
	US BANK		RECREATION SERVICES	77.89
	US BANK		POLICE ADMINISTRATION	86.25
	US BANK		CITY COUNCIL	99.38
	US BANK		POLICE ADMINISTRATION	101.01
	US BANK		POLICE ADMINISTRATION	105.00
	US BANK		COMMUNITY	120.34
	US BANK		EXECUTIVE ADMIN	139.48
	US BANK		FINANCE-GENL	158.12
	US BANK		PARK & RECREATION FAC	159.02
	US BANK		DETENTION & CORRECTION	163.84
	US BANK		POLICE ADMINISTRATION	169.00
	US BANK		PARK & RECREATION FAC	195.85
	US BANK		EXECUTIVE ADMIN	200.00
	US BANK		POLICE ADMINISTRATION	205.43
	US BANK		UTIL ADMIN	210.00
	US BANK		EXECUTIVE ADMIN	228.00
	US BANK		EXECUTIVE ADMIN	272.49
	US BANK		COMPUTER SERVICES	275.00
	US BANK		UTIL ADMIN	356.35
	US BANK		TRANSPORTATION	361.46
	US BANK		RECREATION SERVICES	459.33
	US BANK		FINANCE-GENL	614.52

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159285	US BANK	P-CARD PAYMENT	GMA-PARKS	625.53
	US BANK		FINANCE-GENL	677.40
	US BANK		FINANCE-GENL	677.40
	US BANK		EMBEDDED SOCIAL WORKER	804.74
	US BANK		FINANCE-GENL	890.00
	US BANK		COMPUTER SERVICES	983.10
	US BANK		CAPITAL EXPENDITURES	1,208.10
	US BANK		POLICE ADMINISTRATION	1,225.28
	US BANK		POLICE ADMINISTRATION	1,308.32
	US BANK		POLICE ADMINISTRATION	1,308.32
	US BANK		CAPITAL EXPENDITURES	1,310.51
	US BANK		SOLID WASTE OPERATIONS	1,360.53
	US BANK		PLANNING & COMMUNITY DEV	1,671.20
	US BANK		EQUIPMENT RENTAL	1,868.78
	US BANK		DETENTION & CORRECTION	2,082.98
	US BANK		GMA-PARKS	4,708.73
159286	JPMORGAN CHASE BANK	COURTHOUSE REFUNDING	INTEREST & OTHER	42,250.00
	JPMORGAN CHASE BANK		REDEMPTION L/T	305,000.00
159287	DEPT OF ENT SRVCS	EXCISE TAXES OCT 2022	MEDICAL INSURANCE	-1.72
	DEPT OF ENT SRVCS		ER&R	0.33
	DEPT OF ENT SRVCS		CITY CLERK	0.90
	DEPT OF ENT SRVCS		POLICE ADMINISTRATION	28.80
	DEPT OF ENT SRVCS		INFORMATION SERVICES	29.52
	DEPT OF ENT SRVCS		GOLF ADMINISTRATION	572.87
	DEPT OF ENT SRVCS		GENERAL FUND	1,518.03
	DEPT OF ENT SRVCS		STORM DRAINAGE	8,735.76
	DEPT OF ENT SRVCS		GOLF COURSE	10,566.04
	DEPT OF ENT SRVCS		SOLID WASTE OPERATIONS	37,386.04
	DEPT OF ENT SRVCS		UTIL ADMIN	90,453.42
159288	FIRST AMERICAN TITLE	OFFER DEPOSIT INTO ESCROW	GMA - STREET	31,388.00
159289	PREMERA BLUE CROSS	CLAIMS PAID 11/6 TO 11/12/22	MEDICAL CLAIMS	5,407.59
159290	PREMERA BLUE CROSS	CLAIMS PAID 11/1 TO 11/5/22	MEDICAL CLAIMS	42,639.33
159291	ACLARA TECHNOLOGIES	MTU MIGRT ENCDR	WATER SERVICES	14,227.45
	ACLARA TECHNOLOGIES	MTU PALLET ORDER	WATER SERVICES	27,568.80
	ACLARA TECHNOLOGIES		WATER SERVICE INSTALL	27,568.80
159292	AFFORDABLE ENVIRO	APPLEBEE'S HOMELESS CLEAN-UP	ROADSIDE VEGETATION	3,282.00
	AFFORDABLE ENVIRO	HAGGEN'S HOMELESS CLEAN-UP	ROADSIDE VEGETATION	3,282.00
159293	AG SPRAY EQUIPMENT	FLANGED VALVE, HARNESS ASSEMBLY	SMALL ENGINE SHOP	407.10
159294	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	270.66
159295	ALLSTAR HYDOSEEDING	HYDROSEEDING	GMA-PARKS	1,668.35
159296	AM TEST INC	QUARTERLY TOC	WASTE WATER TREATMENT	35.00
159297	AMAZON CAPITAL	SUPPLIES FOR MCC & DESK RISER	EXECUTIVE ADMIN	33.90
	AMAZON CAPITAL		CAPITAL EXPENDITURES	395.98
	AMAZON CAPITAL	PRIVACY SCREENS	PERSONNEL ADMINISTRATION	727.86
159298	APS, INC.	POSTAGE MACHINE RENTAL	CITY CLERK	23.71
	APS, INC.		EXECUTIVE ADMIN	23.71
	APS, INC.		FINANCE-GENL	23.71
	APS, INC.		PERSONNEL ADMINISTRATION	23.71
	APS, INC.		UTILITY BILLING	23.71
	APS, INC.		LEGAL - PROSECUTION	23.71
	APS, INC.		POLICE INVESTIGATION	39.11

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159298	APS, INC.	POSTAGE MACHINE RENTAL	POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.12
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
159299	ARLINGTON, CITY OF	OCT 2022 BILLING CYCLE	WATER FILTRATION PLANT	36.70
159300	BANK OF AMERICA	PARKING	EXECUTIVE ADMIN	7.00
159301	BANK OF AMERICA	REFRESHMENTS	PROBATION	10.49
159302	BANK OF AMERICA	SUPPLIES/POSTAGE	GMA - STREET	12.52
	BANK OF AMERICA		LEGAL-GENL	14.20
159303	BANK OF AMERICA	FUEL	POLICE INVESTIGATION	67.35
159304	BANK OF AMERICA	EMPLOYEE APPRECIATION	OFFICE OPERATIONS	74.75
159305	BANK OF AMERICA	RENEWAL	EXECUTIVE ADMIN	240.00
159306	BANK OF AMERICA	ADVERTISING	PERSONNEL ADMINISTRATION	350.00
159307	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	369.37
159308	BANK OF AMERICA	SUPPLIES	COMMUNITY	94.79
	BANK OF AMERICA		COMMUNITY	280.64
159309	BANK OF AMERICA	TRAVEL	POLICE ADMINISTRATION	981.24
159310	BANK OF AMERICA	TRAVEL/ROOM RENTAL	POLICE ADMINISTRATION	-324.76
	BANK OF AMERICA		POLICE ADMINISTRATION	1,411.43
159311	BANK OF AMERICA	SUPPLIES	CAPITAL EXPENDITURES	1,141.66
159312	BANK OF AMERICA	RENEWALS	RECREATION SERVICES	287.10
	BANK OF AMERICA		COMPUTER SERVICES	856.96
159313	BANK OF AMERICA	TRAVEL/UNIFORMS/SUPPLIES	POLICE PATROL	10.20
	BANK OF AMERICA		POLICE PATROL	180.04
	BANK OF AMERICA		POLICE PATROL	249.92
	BANK OF AMERICA		DETENTION & CORRECTION	407.61
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	894.00
159314	BICKFORD FORD	BRAKE PADS, ROTORS, MOTOR MOUND	ER&R	927.74
159315	BNSF RAILWAY COMPANY	REIMBURSEMENT DOI 05012022	TRAFFIC CONTROL DEVICES	567.99
159316	BRANOM INSTRUMENT CO	MONITOR	PUMPING PLANT	644.74
159317	BRAVO, FRANCISCO	UB REFUND	WATER/SEWER OPERATION	315.45
159318	BROTHEN, JUDITH		WATER/SEWER OPERATION	492.91
159319	BUD BARTON'S GLASS	DOOR REPLACEMENT AT GOLF COURSE	MAINTENANCE	16,300.60
159320	CASCADE COLUMBIA	PAX XL8/SURCHARGE	WASTE WATER TREATMENT	15,159.65
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,364.97
159321	CASCADE SEPTIC, LLC	PORTABLE CLEANING	WATER RESERVOIRS	436.00
159322	CENTRAL WELDING SUPP	LIME YELLOW VESTS - INVENTORY	ER&R	22.15
	CENTRAL WELDING SUPP		ER&R	24.62
	CENTRAL WELDING SUPP	LIME YELLOW VEST - INVENTORY	ER&R	88.61
	CENTRAL WELDING SUPP	LIME YELLOW VESTS - INVENTORY	ER&R	110.77
	CENTRAL WELDING SUPP	DIAMOND GRIP GLOVES	SEWER PRETREATMENT	433.22
	CENTRAL WELDING SUPP		SEWER PRETREATMENT	551.38
	CENTRAL WELDING SUPP	GLOVES - INVENTORY	ER&R	756.58
	CENTRAL WELDING SUPP	DIAMOND GRIP GLOVES - INVENTORY	ER&R	1,181.52
159323	CHAMPION BOLT	BOLTS, HEX NUTS	EQUIPMENT RENTAL	192.52
159324	COASTAL FARM & HOME	UNIFORM - WENTZ	EQUIPMENT RENTAL	130.52
	COASTAL FARM & HOME	UNIFORM - GUN	UTIL ADMIN	175.03
	COASTAL FARM & HOME	CHAINSAW, SUPPLIES, CHAIN OIL	PUMPING PLANT	766.22

**CITY OF MARYSVILLE
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159325	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	1,814.69
159326	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	450.76
159327	COMMERCIAL FIRE	FIRE EXTINGUISHER	ER&R	733.92
159328	COOP SUPPLY	GRASS	WATER SERVICE INSTALL	131.27
159329	COPIERS NORTHWEST	CANON PRINTER/COPIER	PROPERTY TASK FORCE	44.15
	COPIERS NORTHWEST		PROBATION	99.89
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTILITY BILLING	126.63
	COPIERS NORTHWEST		CITY CLERK	141.24
	COPIERS NORTHWEST		FINANCE-GENL	141.24
	COPIERS NORTHWEST		LEGAL - PROSECUTION	145.59
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.76
	COPIERS NORTHWEST		ENGR-GENL	159.66
	COPIERS NORTHWEST		EXECUTIVE ADMIN	184.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.89
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		MUNICIPAL COURTS	273.41
	COPIERS NORTHWEST		POLICE PATROL	286.34
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	313.64
	COPIERS NORTHWEST		PARK & RECREATION FAC	344.49
	COPIERS NORTHWEST		UTIL ADMIN	387.41
	COPIERS NORTHWEST		COMMUNITY	472.52
	COPIERS NORTHWEST		OFFICE OPERATIONS	752.35
159330	CORE & MAIN LP	HYDRANT, STROZ	HYDRANTS	3,154.50
	CORE & MAIN LP	1" METER R900	WATER SERVICE INSTALL	50,980.40
159331	DELL	DELL SERVER SUPPORT	IS REPLACEMENT ACCOUNTS	1,371.29
159332	DMH INDUSTRIAL	TORNADO AERATOR	WASTE WATER TREATMENT	659.40
159333	DOBBS PETERBILT	FAN ASSY	EQUIPMENT RENTAL	233.72
	DOBBS PETERBILT	FUEL FILTERS/SENSOR/SERPENTINE BELTS	ER&R	808.06
159334	DOBBS PETERBILT	SWITCH FOR MIRROR CONTROL	EQUIPMENT RENTAL	226.57
159335	DUNLAP INDUSTRIAL	SWIVEL HOIST RING, HEX NUT, WASHERS	WATER RESERVOIRS	549.12
159336	E&E LUMBER	REFUND/ PVC PIPE, COUPLING, SLIP CAP	GMA-PARKS	-15.40
	E&E LUMBER	FASTENERS	FACILITY REPLACEMENT	3.94
	E&E LUMBER	FLUE STICKS	PARK & RECREATION FAC	11.54
	E&E LUMBER	PAINT BRUSHES, PAINT	GMA-PARKS	13.63
	E&E LUMBER	REPAIR PARTS FOR RESTROOM	PARK & RECREATION FAC	16.63
	E&E LUMBER	SPACKLE, PUTTY, BULBS	FACILITY REPLACEMENT	19.35
	E&E LUMBER	FASTENERS, KEYS	CAPITAL EXPENDITURES	19.55
	E&E LUMBER	FASTENERS, WALL PLATES	FACILITY REPLACEMENT	25.54
	E&E LUMBER	CONNECTORS, FITTINGS	SMALL ENGINE SHOP	26.18
	E&E LUMBER	REFUND/ PVC PIPE, COUPLING, SLIP CAP	GMA-PARKS	26.82
	E&E LUMBER	PAINT	PARK & RECREATION FAC	34.55
	E&E LUMBER	PAINT BRUSHES, PAINT, RAGS	GMA-PARKS	43.10
	E&E LUMBER	PAINT	PARK & RECREATION FAC	46.20
	E&E LUMBER	BOX COVERS, CONNECTORS	FACILITY REPLACEMENT	46.82
	E&E LUMBER	UNDER CABINET LIGHT, EXTENSION CORD	WASTE WATER TREATMENT	51.97
	E&E LUMBER	CORNER BRACE, ADHESIVE	WASTE WATER TREATMENT	64.67
	E&E LUMBER	WET/DRY VAC	SUNNYSIDE FILTRATION	105.01
	E&E LUMBER	HEMLOCK FOR MCC	GMA-PARKS	124.45
	E&E LUMBER	BALBOA ENTRY COMBO	FACILITY REPLACEMENT	154.22
	E&E LUMBER	TORCH	ROADWAY MAINTENANCE	189.02

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159337	EAGLE FENCE	BARBED WIRE ARMS	SOURCE OF SUPPLY	82.05
	EAGLE FENCE	CHAIN LINK, TOP RAIL	SOURCE OF SUPPLY	369.77
159338	ENVIRONMENTAL RES	FREIGHT, LAB ACCREDITATION QC TEST	WASTE WATER TREATMENT	521.95
159339	EVERETT BAYSIDE	OIL	ER&R	80.01
159340	EVERETT HYDRAULICS	REPAIR HOLES IN SUCTION TUBE #J067	EQUIPMENT RENTAL	252.77
159341	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT	957.40
159342	EWING IRRIGATION	BAGS OF ICE MELT	PARK & RECREATION FAC	443.73
	EWING IRRIGATION	BARRIER	ROADSIDE VEGETATION	2,998.14
159343	FRANCOTYP-POSTALIA	POSTAGE METER PAYMENT	CITY CLERK	26.80
	FRANCOTYP-POSTALIA		EXECUTIVE ADMIN	26.80
	FRANCOTYP-POSTALIA		PERSONNEL ADMINISTRATION	26.80
	FRANCOTYP-POSTALIA		LEGAL - PROSECUTION	26.80
	FRANCOTYP-POSTALIA		FINANCE-GENL	26.81
	FRANCOTYP-POSTALIA		UTILITY BILLING	26.81
159344	GALLIMORE, CAROLE	REFUND LINE DANCING	PARKS-RECREATION	10.00
	GALLIMORE, CAROLE	REFUND YOGA	PARKS-RECREATION	40.00
159345	GOVCONNECTION INC	SWITCH MOUNTS	CAPITAL EXPENDITURES	227.34
159346	HIBBARD, RALPH D & A	UB REFUND	WATER/SEWER OPERATION	198.19
159347	HUMAN SERVICES	LIQUOR BOARD PROFITS & EXCISE TAXES	NON-DEPARTMENTAL	2,701.43
	HUMAN SERVICES		NON-DEPARTMENTAL	2,762.91
159348	INTERSTATE BATTERY	BATTERIES	ER&R	639.03
159349	JOHNSTON, CHRISTOPHE	UB REFUND	WATER/SEWER OPERATION	297.20
159350	KUSSY, KAREN	RETIREMENT SUPPLIES	COMPUTER SERVICES	26.06
	KUSSY, KAREN		FINANCE-GENL	26.07
	KUSSY, KAREN		CAPITAL EXPENDITURES	85.82
159351	LAKEY, JIM	UB REFUND	WATER/SEWER OPERATION	223.43
159352	MARYSVILLE PRINTING		WATER/SEWER OPERATION	129.75
159353	MOTOR TRUCKS	KIT SEAT MOUNTING HARDWARE	EQUIPMENT RENTAL	112.86
	MOTOR TRUCKS	CUSHION, VISOR CLIP #J020	EQUIPMENT RENTAL	513.06
	MOTOR TRUCKS	FILTERS	ER&R	1,287.38
	MOTOR TRUCKS	LEAKING CAB/CHASSIS RADIATOR H003	EQUIPMENT RENTAL	2,652.09
159354	NATIONAL BARRICADE	ARROW SIGN	TRANSPORTATION	593.50
	NATIONAL BARRICADE	DEAD END SIGN	TRANSPORTATION	962.26
	NATIONAL BARRICADE	NO PARKING SIGN/CAPS	TRANSPORTATION	2,438.93
159355	NORTON, KAMILLE	BAGGAGE FEE	CITY COUNCIL	60.00
159356	OREILLY AUTO PARTS	CREDIT ON INV 2843-436272	EQUIPMENT RENTAL	-107.41
	OREILLY AUTO PARTS	SEAT HANDLE KIT	EQUIPMENT RENTAL	45.91
	OREILLY AUTO PARTS	HEATER CORE	EQUIPMENT RENTAL	85.35
	OREILLY AUTO PARTS	AIR FILTERS	ER&R	104.81
159357	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	129.20
	PEACE OF MIND	COUNCIL SPECIAL/REGULAR MEETING	CITY CLERK	221.00
	PEACE OF MIND	COUNCIL WORK SESSION MINUTES	CITY CLERK	241.40
159358	PUD	ACCT #205136245	SEWER LIFT STATION	16.96
	PUD	ACCT #202461026	MAINT OF GENL PLANT	20.58
	PUD	ACCT #202461034	UTIL ADMIN	21.00
	PUD	ACCT #202499489	COMMUNITY EVENTS	22.79
	PUD	ACCT #222871949	PARK & RECREATION FAC	22.79
	PUD	ACCT #202031134	PUMPING PLANT	23.00
	PUD	ACCT #221100092	GMA - STREET	24.26
	PUD	ACCT #202012589	PARK & RECREATION FAC	27.52
	PUD	ACCT #201065281	PARK & RECREATION FAC	28.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/30/2022 TO 11/30/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159358	PUD	ACCT #201672136	SEWER LIFT STATION	30.68
	PUD	ACCT #202476438	SEWER LIFT STATION	31.53
	PUD	ACCT #201668043	PARK & RECREATION FAC	32.60
	PUD	ACCT #201610185	TRANSPORTATION	33.63
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	35.28
	PUD	ACCT #202178158	SEWER LIFT STATION	36.04
	PUD	ACCT #202368551	PARK & RECREATION FAC	39.81
	PUD	ACCT #202794657	TRANSPORTATION	42.01
	PUD	ACCT #202140489	TRANSPORTATION	46.58
	PUD	ACCT #202524690	PUMPING PLANT	50.25
	PUD	ACCT #203005160	STREET LIGHTING	50.62
	PUD	ACCT #203199732	TRANSPORTATION	52.17
	PUD	ACCT #203430897	STREET LIGHTING	60.26
	PUD	ACCT #202694337	TRANSPORTATION	61.02
	PUD	ACCT #223514563	TRANSPORTATION	61.81
	PUD	ACCT #202368544	TRANSPORTATION	62.24
	PUD	ACCT #200571842	TRANSPORTATION	63.79
	PUD	ACCT #220792733	STREET LIGHTING	64.50
	PUD	ACCT #200827277	TRANSPORTATION	65.29
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	67.93
	PUD	ACCT #202288585	TRANSPORTATION	70.23
	PUD	ACCT #202557450	STREET LIGHTING	73.40
	PUD	ACCT #220761803	OPERA HOUSE	78.89
	PUD	ACCT #202143111	TRANSPORTATION	83.45
	PUD	ACCT #203231006	TRANSPORTATION	96.06
	PUD	ACCT # 222772634	TRANSPORTATION	96.16
	PUD	ACCT #200084036	TRANSPORTATION	97.23
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	100.12
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	119.45
	PUD	ACCT #202463543	SEWER LIFT STATION	122.92
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	137.13
	PUD	ACCT #222025900	PUMPING PLANT	154.68
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	170.72
	PUD	ACCT #203223458	PARK & RECREATION FAC	175.60
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	179.91
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	182.75
	PUD	ACCT #223013277	AFFORDABLE HOUSING	198.15
	PUD	ACCT #202000329	PARK & RECREATION FAC	200.77
	PUD	ACCT #220761175	OPERA HOUSE	251.09
	PUD	ACCT #201021698	PARK & RECREATION FAC	255.07
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	273.90
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	280.88
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	290.19
	PUD	ACCT #201021607	PARK & RECREATION FAC	310.38
	PUD	ACCT #201247699	STREET LIGHTING	312.45
	PUD	ACCT #200070449	TRANSPORTATION	342.12
	PUD	ACCT #220824148	WASTE WATER TREATMENT	409.40
	PUD	ACCT #200625382	SEWER LIFT STATION	420.67
	PUD	ACCT #202689287	WASTE WATER TREATMENT	635.46
	PUD	ACCT #200586485	SEWER LIFT STATION	887.09
	PUD	ACCT #200303477	WATER FILTRATION PLANT	930.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/30/2022 TO 11/30/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159358	PUD	ACCT #200223857	PARK & RECREATION FAC	1,670.52
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,832.21
	PUD	ACCT #202075008	WASTE WATER TREATMENT	8,909.28
159359	PUGET SOUND ENERGY	INVOICE UTILITY SERVICE	CAPITAL EXPENDITURES	81.23
	PUGET SOUND ENERGY	INVOICE UTILITY SERVICE	CAPITAL EXPENDITURES	81.76
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	82.98
	PUGET SOUND ENERGY	INVOICE UTILITY SERVICE	CAPITAL EXPENDITURES	94.86
	PUGET SOUND ENERGY	INVOICE UTILITY SERVICE	CAPITAL EXPENDITURES	106.05
	PUGET SOUND ENERGY	SEPTEMBER 2 INVOICE UTILITY SERVICE	CAPITAL EXPENDITURES	119.48
159360	SAFeway INC.	WELLNESS EVENT	OPERA HOUSE	42.69
	SAFeway INC.		MEDICAL CLAIMS	57.10
	SAFeway INC.		MEDICAL CLAIMS	58.24
159361	SISKUN POWER EQUIPME	CHAIN LOOP, BAR	SMALL ENGINE SHOP	204.37
	SISKUN POWER EQUIPME	HEDGE TRIMMER & PRESSURE WASHER	WASTE WATER TREATMENT	406.19
	SISKUN POWER EQUIPME		WASTE WATER TREATMENT	636.32
	SISKUN POWER EQUIPME	CUT OFF SAW	WATER DIST MAINS	1,160.54
159362	SNO CO PUBLIC WORKS	OCTOBER 2022 SOLID WASTE CHARGES	ROADSIDE VEGETATION	35.00
	SNO CO PUBLIC WORKS		STORM DRAINAGE	21,135.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	222,497.00
159363	SNOHOMISH COUNTY E	HYDRANT METER - DEPOSIT	WATER/SEWER OPERATION	1,150.00
159364	SOUND PUBLISHING	ORDINANCE 3236	CITY CLERK	32.80
159365	SOUND PUBLISHING	ORDINANCE 3238	CITY CLERK	37.96
159366	SOUND PUBLISHING	ORDINANCE 3237	CITY CLERK	37.96
159367	SOUND PUBLISHING	ORDINANCE 3235	CITY CLERK	39.68
159368	SOUND PUBLISHING	PROPERTY TAX/PRELIM & FINAL BUDGET	CITY CLERK	60.32
159369	SOUND PUBLISHING	PUBLIC HEARING - BUDGET	CITY CLERK	124.08
159370	SPRINGBROOK NURSERY	WOOD DEBRIS DUMP FEE	STORM DRAINAGE	60.00
159371	STERICYCLE, INC.	ON-SITE REGULAR SERVICE	CITY CLERK	24.50
159372	STETNER ELECTRIC	PAY ESTIMATE/RETAINAGE #4	CITY FACILITIES	-630.00
	STETNER ELECTRIC		CAPITAL EXPENDITURES	6,892.20
159373	SUMMIT LAW GROUP	LABOR RELATIONS	PERSONNEL ADMINISTRATION	96.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATION	341.00
159374	TULALIP CHAMBER	TULALIP CHAMBER DUES/DISCOUNT	NON-DEPARTMENTAL	-25.00
	TULALIP CHAMBER	NOVEMBER BBH - MENNIE	EXECUTIVE ADMIN	25.00
	TULALIP CHAMBER	CHAMBER HOME FOR HOLIDAY EVENT	PARK & RECREATION FAC	70.00
	TULALIP CHAMBER		CITY COUNCIL	280.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	350.00
	TULALIP CHAMBER	TULALIP CHAMBER DUES/DISCOUNT	NON-DEPARTMENTAL	2,500.00
159375	USA BLUEBOOK	PH PROBE, STELE TOOL	WASTE WATER TREATMENT	933.97
159376	WASHINGTON FEDERAL	RETAINAGE FOR STRIDER CONSTRUCTION	GMA-STREET	11,311.25
159377	WEST PAYMENT CENTER	INFORMATION CHARGES 10/01-10/31	LEGAL-GENL	447.31
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	447.31
159378	WILDER CUSTOM CONS	FINAL PAYMENT/RETAINAGE	GMA-PARKS	-2,107.40
	WILDER CUSTOM CONS		GMA-PARKS	23,054.92
159379	WORK WORLD	UNIFORM - KEEFE	UTIL ADMIN	168.14
159380	WSB EXCAVATION	PAY ESTIMATE 3	GMA - STREET	137,783.06
159381	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	465.00
	ZIONS BANK		ENTERPRISE D/S	465.00
159382	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	57.31
159383	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	35.11
	ZIPLY FIBER		UTIL ADMIN	35.12

DATE: 12/1/2022
TIME: 2:33:23PM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8

FOR INVOICES FROM 11/30/2022 TO 11/30/2022

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
159384	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	71.37
WARRANT TOTAL:				<u><u>1,291,736.68</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,291,736.68



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding between the City of Marysville and the City of Everett regarding overhead costs to administer the Therapeutic Court Grant.

SUMMARY:

ATTACHMENTS:

[Overhead Expenses for Therapeutic Court Grant 11-28-22.docx](#)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF EVERETT
REGARDING OVERHEAD COSTS TO ADMINISTER THE THERAPEUTIC COURT GRANT

The City of Marysville and the City of Everett are recipients of a grant from the Office of the Administrator of Courts to provide therapeutic court services. The City of Everett is the grant administrator. To carry out the grant, the cities have executed a professional services agreement with Bridgeways to provide professional personnel to provide therapeutic services. A copy of the professional services agreement is attached as Exhibit A.

The grant funds may not be used to pay overhead expenses. However, to carry out the grant overhead expenses in the amount of \$13,800.00 are required to carry out the services the grant is funding. The cities agree that this amount should be split evenly with each city responsible to pay \$6,900.00 for overhead expenses.

The City of Everett is the grant administrator and has disbursed funds for the overhead expenses. The City of Marysville will remit \$6,900.00 to the City of Everett within 30 days of the date of the last signature below.

CITY OF MARYSVILLE

CITY OF EVERETT

Jon Nehring, Mayor

Cassie Franklin, Mayor

Date: December ____, 2022

Date: December ____, 2022

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jon Walker, City Attorney

David Hall, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project.

SUMMARY:

On November 8th, 2021, Council authorized the Mayor to execute a Professional Services Agreement (PSA) with PH Consulting to provide analysis and engineering services for an initial phase (Phase 1) that covered 24 existing public and private railroad grade crossings including 5 crossings on the Spur Line. The Phase 1 work included starting 30% design documents at 8 crossings in the downtown core from 1st Street to 88th St. NE, developed conceptual layouts for the remaining 16 at grade crossings, and provided estimated costs for 4 Alternatives.

Preliminary cost estimates for the 4 Alternatives: Mainline Corridor, Phase 1A (1st to 104th St NE), Phase 2A (116th St NE to 172nd St NE), and Spur Line are \$9.6M, \$6.0M, \$4.0M and \$5.5M, respectively. Other considerations in selecting an alternative to move forward included the largest buffer area for the quiet zone calculations, impacts to driveway access, and future maintenance costs for the crossings. The Mainline Corridor Alternative was deemed most favorable due to its costs and provided the most benefit to the City.

Therefore, this supplement, as shown in the attached scope of work, will complete the 30% design documents for the Mainline Corridor Alternative by finalizing the 8 crossings from Phase 1 and completing the additional 11 crossings to cover all mainline crossings. Additionally, Phase 2 will include the Quiet Zone Notice of Intent and FRA Public Authority Application filings. Phase 2 will provide the City with essential information including 30% design to submit to BNSF for review, right-of-way needs, required permits, and cost estimates.

The total estimated cost for this additional work, as negotiated, is \$128,963.82 yielding a new contract total of \$364,465.17. In addition to scope revisions, the supplement provides for a time extension through December 31, 2023.

ATTACHMENTS:

[PSA_SuppSF.docx](#)

[PH QZ Additional Scope & Fee.updated.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PH CONSULTING, LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and PH CONSULTING, LLC, a limited liability corporation and licensed in Washington (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the Quiet Zone Project (the “Original Agreement”), said Original Agreement being dated November 16th, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for Phase 2 and to provide compensation therefore;

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

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

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December December 31, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$128,963.82 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$364,465.17 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$235,501.35
Supplemental Agreement No.1	\$128,963.82
Grand Total	\$364,465.17

4. Each and every provision of the Original Agreement for Professional Services dated November 16, 2021, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

PH CONSULTING, LLC

By _____
Pablo Para
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Project Name: Marysville Quiet Zone Project
Supplement: Additional Services for Phase 2
Job #: 21-008
Date: November 17, 2022

Project Description

PH Consulting (“PH”) provided management, analysis, and engineering services for an initial phase of the City of Marysville’s Quiet Zone Improvement Project (“Project”) that covered 24 existing public and private railroad grade crossings. The first phase (“Phase 1”) consisted of looking thoroughly at 8 crossings in the downtown core (6 public, 2 private; including survey of the 6 public ones) and looking big picture at all 24 of the City’s crossings. Phase 1 provided an Alternatives Analysis and after discussion with the City, the City’s chosen alternative is for a City-wide Quiet Zone covering all mainline crossings. The spur track will not be included in the quiet zone. The resulting Quiet Zone would cover the 8 crossings explored in detail in Phase 1 plus the additional 11 crossings (6 public, 5 private) as part of Phase 2.

This Phase 2 proposal in survey of the 6 additional public crossings plus preliminary 30% design documents (plans and estimates) for these 6 public crossings and 5 private crossings. Additionally, this proposal includes Quiet Zone Notice of Intent and FRA Public Authority Application filings.

Future services include final design, assisting in BNSF Railway negotiations, Quiet Zone Crossing Inspections and Notice of Establishment filings, UTC Petition processing, Right-of-Way acquisition services, environmental permitting services, bidding services and construction management. Additional sub-consultants may be added to Team as needed to support future phases and specialties.

Task Summary

- Task 1.1 Additional Project Management
- Task 2.1 Additional Survey Services
- Task 6.1 Additional 30% Preliminary Design
- Task 8.1 Agency Permitting (Phase 2 Only)

Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and proceed according to the attached Project Schedule. Key early dates include:

Phase 2 Notice to Proceed.....December 2022
 Topo SurveyDecember 2022/January 2023
 30% Preliminary Design StartJanuary 2023

Scope of Work

PH’s scope of additional work for the project is outlined on the following pages.



Task 1.1 Project Management

Fee: Hourly Rate/NTE

This task is to supplement Task 1 from Phase 1, with additional general coordination and meetings on the project, in-house quality assurance, coordination with subconsultants, and invoicing for Phase 2.

Task 2.1 Additional Survey Services

Fee: Hourly Rate/NTE

Axis will provide Topographic survey for the Phase 2 project areas to include the rail crossings, adjacent properties, parallel and adjacent street surface improvements at the following six public crossing locations:

1. 104th Street NE Crossing (DOT 084653H)
2. 116th Street NE Crossing (DOT 084654P)
3. 122nd Street NE Crossing (DOT 084657K)
4. 128th Street NE Crossing (DOT 084660T)
5. 136th Street NE Crossing (DOT 084664V)
6. 172nd Street NE Crossing (DOT 084669E)

AutoCad drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Delineated parcel lines within above-described area as available from title reports, recorded plats and public records further compared to City of Marysville and Snohomish County Parcel GIS lines.
- Set additional elevation benchmarks at each end of each crossing.
- Contract with and coordinate services of private utility locate company to ascertain conductible underground non-City owned utility locations and available as-built records.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities as provided by City of Marysville GIS, research of available utility as-built records and as located by utility locators.

This task also includes delineating parcel lines, and street and railroad right of ways within the Phase 1 and Phase 2 public crossings (12 crossings total) based on current title reports for adjacent properties as available from recorded plats and public records.

ASSUMPTIONS & EXCLUSIONS

- The Assumptions and Exclusions from Task 2 of the Phase 1 proposal still apply.
- The City will obtain title reports for the properties PH requests.

DELIVERABLES

- AutoCad drawing file with point database and dtm files.



Task 6.1 Additional 30% Design

Fee: Hourly Rate/NTE

Our Team will develop preliminary design plans and estimates for the City's 6 public crossings and 5 private crossings. North of 88th Street NE (not including the spur line).

Similar to Phase 1, the plans and estimates will include anticipated ROW acquisition/easement areas. Team will coordinate with property owners to understand business operations, access needs, solicit input for crossing design alternatives, and incorporate feedback into crossing layout design. Layouts will include all required elements necessary to facilitate City, FRA, BNSF, and WSDOT review. Team will prepare base maps from aerial tiles and Snohomish County/City of Marysville GIS data for the project areas specified below in addition to the base maps prepared under Task 2.1. The project areas generally include the rail crossings, adjacent properties, and adjacent street surface improvements at the following locations:

BNSF Mainline Crossings

1. Private Crossing, north of 88th Street NE (DOT 084651U)
2. Private Crossing, north of 88th Street NE (DOT 084652B)
3. 104th Street NE Crossing (DOT 084653H)
4. 116th Street NE Crossing (DOT 084654P)
5. 122nd Street NE Crossing (DOT 084657K)
6. Private Crossing at 124th Street NE (DOT 084658S)
7. 128th Street NE Crossing (DOT 084660T)
8. Private Crossing, north of 1128th Street NE (DOT 084661A)
9. 136th Street NE Crossing (DOT 084664V)
10. Private Crossing, south of 172nd Street NE (DOT 084668X)
11. 172nd Street NE Crossing (DOT 084669E)

Services under this task will include:

- Coordinating with Directly Affected Property Owners.
- Coordinating with WSDOT Rail and Traffic groups.
- Coordinating Grade Crossing Status with UTC.
- Coordinating design review with BNSF Railway.
- Developing Conceptual layouts showing recommended crossing improvements for 11 public and private grade crossings.
- Developing Detailed 30% Level Preliminary Design Plans for 6 public and 5 private grade crossings.
- Developing Preliminary Cost Estimates for each crossing/intersection improvement.
- Evaluating Right-of-Way impacts and costs.

ASSUMPTIONS & EXCLUSIONS

- The Assumptions and Exclusions from Task 6 of the Phase 1 proposal still apply.

DELIVERABLES

- The Deliverables from Task 6 of the Phase 1 proposal still apply.



Task 8.1 Agency Permitting

Fee: Hourly Rate/NTE

This task will include preparation and submittal of applications for the following project permits and approvals. We will also provide the appropriate coordination with WSDOT, BNSF Railway, UTC, and FRA during these processes until the approvals are obtained.

- Quiet Zone Notice of Intent Filing
- FRA Public Authority Applications

ASSUMPTIONS & EXCLUSIONS

- Any fees associated with the permits are not included and are to be paid by the City.
- This proposal does not include the following permits and approvals for the project – a separate scope and fee proposal can be provided at a later date.
 - WSDOT Channelization Plans
 - BNSF Railway Construction & Maintenance Agreements
 - Snohomish PUD Electrical Service Application

General Assumptions and Notes

- This Phase 2 scope and fee proposal is intended to supplement Phase 1. Not all fees were used in Phase 1, and this proposal assumes the following:
 - Phase 1 Task 3.0 Review Quiet Zones Documents is complete; \$6,430.53 remaining in the budget
 - Phase 1 Task 4.0 Alternatives Evaluation is complete; \$15,866.78 remaining in the budget
 - Phase 1 Task 5.0 Council Review Support is not needed; \$4,900.00 was budgeted.
 - The HAWK Signal previously scoped in Phase 1 has been removed; \$6,560.00 was budgeted.
 These dollar amounts will be reallocated to Phase 2, reducing the Phase 2 fee proposal by that exact amount.
- Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - Meetings and emails with the City in July & August 2022.
- PH will not pay any Agency fees on behalf of the City.
- Obtaining any offsite easements (if required) is not included in this proposal.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will be billed under a separate task called **EXPENSES**.
- Time and expense items are based on our Team's current hourly rates.
- Electrical plans, structural engineering plans, geotechnical services, new signal timings, WSDOT Channelization plan approval/checklist, and temporary signal design are not included in this scope of work.
- City to prepare SEPA internally if necessary.
- The City will provide all available project traffic data, signal as-built information, traffic signal timing/phasing plans, and Crash records.



- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.



PH Consulting Staff Category	Hours	Rate	Cost
Principal	76	\$ 210.00	\$ 15,960.00
Senior Project Manager	100	\$ 205.00	\$ 20,500.00
Senior Traffic Engineer	40	\$ 185.00	\$ 7,400.00
Project Engineer	36	\$ 175.00	\$ 6,300.00
CAD Designer II	132	\$ 135.00	\$ 17,820.00
Associate Engineer	36	\$ 125.00	\$ 4,500.00
Office Administrator	20	\$ 110.00	\$ 2,200.00
Total Hours	440		\$ 74,680.00
Direct Salary Cost			\$ 74,680.00
Subconsultants			
AXIS Survey		\$ 70,675.00	
Benesch		\$ 11,000.00	
Sub-Total Subconsultants			\$ 81,675.00
		SUBTOTAL	\$ 156,355.00
Minus Unused Funds from Phase 1, Task 3.0			\$ (6,430.53)
Minus Unused Funds from Phase 1, Task 4.0			\$ (15,866.78)
Minus Unused Funds from Phase 1, Task 5.0			\$ (4,900.00)
Minus Funds for HAWK Signal from Phase 1, Task 6.0 (Removed)			\$ (6,560.00)
FEES FOR PHASE 2, WITH UNUSED PHASE 1 REDISTRIBUTED			\$ 122,597.69
Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
2021 Mileage Rates	1	\$0.625/Mi	\$ 225.00
Sub-Total Direct Expenses			\$ 225.00
		SUBTOTAL PROJECT FEE ESTIMATE	\$ 122,822.69
Management Reserve (~5%)			\$ 6,141.13
Total Fee			\$ 128,963.82

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Sub-consultants	Total
	Hourly Rate	\$ 210.00	\$ 205.00	\$ 185.00	\$ 175.00	\$ 135.00	\$ 125.00	\$ 110.00		
1.1	ADDITIONAL PROJECT MANAGEMENT									
	Project Coordination	2	12							14
	Project Monitoring, Progress Reporting, & Invoicing		12					12		24
	Project Team Meetings	4	12	8	4	8	4			40
	Subconsultant Management		8							8
	Task 1.1 Total Hours	6	44	8	4	8	4	12		86
	Subtotal Task 1.1	\$ 1,260.00	\$ 9,020.00	\$ 1,480.00	\$ 700.00	\$ 1,080.00	\$ 500.00	\$ 1,320.00	\$ -	\$ 15,360.00
2.1	ADDITIONAL SURVEY SERVICES									
	Base Mapping for 6 Locations								\$ 50,000.00	
	Delineate Parcel Lines plus Street & Railroad ROW (12 crossings)								\$ 14,250.00	
	10% Markup								\$ 6,425.00	
	Task 2.1 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 2.1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,675.00	\$ 70,675.00
6.1	ADDITIONAL 30% PRELIMINARY DESIGN									
	Agency/Property Owner Coordination	4	12							16
	30% Crossing Layouts (6)	2	8	16		72				98
	30% Preliminary Estimates (6)	4	24	16	24	12	8			88
	Benesch								\$ 5,000.00	
									\$ 500.00	
	Task 6.1 Total Hours	10	44	32	24	84	8	0		202
	Subtotal Task 6.1	\$ 2,100.00	\$ 9,020.00	\$ 5,920.00	\$ 4,200.00	\$ 11,340.00	\$ 1,000.00	\$ -	\$ 5,500.00	\$ 39,080.00
8.1	AGENCY PERMITTING									
	Quiet Zone Notice of Intent Filing									0
	BNSF Exhibits	16			8	40				
	Agency Coordination	16	4							
	NOI Preparation	12	4				12	4		
	FRA Public Authority Application	16	4				12	4		36
	Benesch								\$ 5,000.00	0
									\$ 500.00	
	Task 8.1 Total Hours	60	12	0	8	40	24	8		36
	Subtotal Task 8.1	\$ 12,600.00	\$ 2,460.00	\$ -	\$ 1,400.00	\$ 5,400.00	\$ 3,000.00	\$ 880.00	\$ 5,500.00	\$ 31,240.00
	PH TOTAL HOURS	76	100	40	36	132	36	20		324
	TOTAL ALL TASKS	\$ 15,960.00	\$ 20,500.00	\$ 7,400.00	\$ 6,300.00	\$ 17,820.00	\$ 4,500.00	\$ 2,200.00	\$ 81,675.00	\$ 156,355.00

Minus Unused Funds from Phase 1, Task 3.0 \$ (6,430.53)

Minus Unused Funds from Phase 1, Task 4.0 \$ (15,866.78)

Minus Unused Funds from Phase 1, Task 5.0 \$ (4,900.00)

Minus Funds for HAWK Signal from Phase 1, Task 6.0 (Removed) \$ (6,560.00)

FEES FOR PHASE 2, WITH UNUSED PHASE 1 REDISTRIBUTED	\$ 122,597.69
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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **Consent**

SUBJECT: Interagency Agreement between Washington State Administrative Office of the Court and Marysville for continued participation in the Interpreter Reimbursement program

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interagency Agreement between Washington State Administrative Office of the Court and Marysville to continue participation in the Interpreter Reimbursement program

SUMMARY:

ATTACHMENTS:

- [Interpreter Reimbursement.pdf](#)
- [Exhibit A - FY23 Language Access Interpreter Reimbursement.docx](#)
- [Exhibit B-Annotated Language Access Plan Template for Approval.pdf](#)

INTERAGENCY AGREEMENT IAA23165
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Marysville Municipal Court

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Marysville Municipal Court for the purpose of distributing funds for court interpreter and language access service expenses to the Marysville Municipal Court .

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a) "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b) "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- c) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d) "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- a) These funds are intended to address each court's following needs:
 - Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
 - Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other

things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- b) The Court agrees to track and provide interpreter cost and usage data using a form provided by the AOC Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c) The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d) The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- f) The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; however, such payments will not be reimbursed.
- g) The Court is required to have a Language Assistance Plan (LAP) to be a part of the reimbursement program.
 - 1) Courts that submitted their LAP for review in FY22 are not required to resubmit their LAP for FY23. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.
 - 2) Courts that did not submit their LAP for review in FY22 must submit it in accordance with content guidelines provided in Exhibit B, Annotated Language Access Plan Template with Criteria for Approval. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

4. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2022**, regardless of the date of execution and which shall end on **June 30, 2023**.

5. COMPENSATION

- a) The Court shall be reimbursed a maximum of \$15,430.99 for interpreter and language access services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2023.
- b) The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.

- c) The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection 3b*), are received and approved by AOC, pursuant to the following schedule:
 - 1) Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2022 and September 30, 2022, must be received by the AOC no later than December 31, 2022.
 - 2) Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2022 and December 31, 2022, must be received by the AOC no later than January 31, 2023.
 - 3) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2023 and March 31, 2023, must be received by the AOC no later than April 30, 2023.
 - 4) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2023 and June 30, 2023, must be received by the AOC no later than July 15, 2023.
- d) If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e) The Court shall submit its A-19 invoices quarterly through the web application. The Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.
- f) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- g) The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement

include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

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

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of

noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 “Qualifying Interpreter Events.”

It also includes goods and services that improve language access, listed under Section 3 “Language Access Items,” and services listed under Section 4 “Language Access Services”.

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts under this Agreement for the cost of appointing AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services Outside of the Courtroom

AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings and other services provided to the public by the Court. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for the cost of goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Other examples can be found here:

<https://www.nmcenterforlanguageaccess.org/cms/en/courts-agencies/about-language-access-basic-training>

Items or services not listed above must be pre-approved (via email) by Language Access Interpreter Reimbursement Program staff prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of staff interpreters.

d) **Contracted Interpreters**

The cost of contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

Exhibit B

Annotated Language Access Plan Template with Criteria for Approval

This document provides information about the criteria that the AOC will use to review and approve Language Access Plans (LAP) for courts in the reimbursement program. This document includes the LAP template with annotations related to the approval criteria. The criteria have been established by the Washington State Supreme Court Interpreter Commission and are primarily based on provisions laid out in [RCW 2.43.090](#).

The criteria are located throughout the template in red text. The criteria are framed as a series of questions and are placed in the locations most likely to answer those questions. For example, the question *“Does the LAP identify a process for requiring and providing training to judges, court clerks, and other court staff?”* is located in **Section VI Training**, which directly relates to this question.

A few of the provisions have a broader scope and contain elements that could be addressed in multiple sections. For these provisions, the criteria are placed near the sections that most closely related to the topics.

Additional Resources

A non-annotated version of this document. Courts can use this template to create their individual LAPs. Also found as Appendix B in the [Deskbook](#).

[Deskbook on Language Access in Washington Courts](#)

Comprehensive guide on providing language access and includes additional information and resources related to the [LAP template](#).

[RCW 2.43.090](#)

State statues related to LAPs and provisions required by state law.

[Language Access Plan Development Session](#)

A video walk-through of the [LAP template](#) with guidance on each section.

Language Access Plan of *[name of your court]*

I. PURPOSE

This LAP sets forth the ***[name of court]*** policy and procedures for the provision of timely language access services that ensure access for all limited English proficient (LEP), deaf, hard of hearing, and deaf-blind (D/HH/DB) individuals who come in contact with *[name of your court]* services and programs. Language access services include both interpretation and translation services for LEP and D/HH/DB individuals.

II. COURT POLICY REGARDING LANGUAGE ACCESS SERVICES

Under Washington state law (chapters 2.42 and 2.43 RCW), Title VI of the Civil Rights Act of 1964 (Title VI), the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), the Americans with Disabilities Act (ADA), and the regulations implementing these federal laws, Washington courts are required to provide language access services to all LEP and D/HH/DB individuals in civil and criminal court proceedings and in all court-managed services and programs and to develop a written language access plan pursuant to RCW 2.43.090.

It is the policy of ***[name of court]*** to provide foreign language interpreter services at no cost to LEP parties, witnesses, victims, and others with an interest (e.g., parents, legal guardians, custodians) in all court proceedings and operations, both civil and criminal, other than when it is the responsibility of other government bodies pursuant to state law. It is also the policy of this court to provide sign language interpreting services at no cost to persons who are D/HH/DB as required under applicable state and federal statutes and regulations.

[Name of court] will provide accessible information to LEP and D/HH/DB persons on how to request these language assistance services and vital documents as part of its notice to the public about its language access services.

Although D/HH/DB individuals are covered under the ADA and chapter 2.42 RCW rather than Title VI and the Safe Streets Act, this plan covers language access services for both D/HH/DB and LEP individuals.

III. DATA COLLECTION AND NEEDS ASSESSMENT

Considerations for Approval

RCW 2.43.090 (1)(a)

Does the LAP:

- Identify how often language data is collected and reviewed.
- Identify the most commonly spoken languages in the service area.
- Identify the source of data. (optional)

The **[designated language access office or person]** for **[name of court]** will, on an annual basis, compile demographic data regarding the language needs of its community. The court will initially review data from sources such as the following **[check all that apply and delete those that are not relevant to your court jurisdiction]**:

- Most recent and relevant U.S. Census and American Community Survey (ACS)
- Local school district (list names of district(s))
- County health department
- Public Defender's Office/Office of Assigned Counsel
- Prosecuting Attorney's Office
- County or City Attorney's Office
- Local legal aid service providers and community-based organizations which focus their service provision on immigrant and refugee populations in order to identify possible immigration and new language trends **[list relevant community agencies, if any]**

This data will be analyzed annually to determine whether the court's allocation of language access resources is appropriate.

The **[name of your court]** will make every effort to track requests for language access services by **[check all that apply or delete those that are not relevant to your court]**:

- Language preference (both spoken, written, and signed)
- Case type (e.g. family law, criminal, housing, etc.)
- Proceeding (e.g. trial, arraignment, initial appearance, etc.)
- Location of service request (e.g. court hearing, ADR, clerk's office, etc.)
- Whether the language access service requested was granted or denied
- Reason for denial
- Other **[describe]**

In addition to mechanisms discussed under the identification of language needs section below, the **[name of court]** will track this internal data in a case management system where available, and/or case files if case management is not automated. On a yearly basis, the court will analyze the data collected to identify whether services requested are in fact provided, assist in the allocation of language access resources, and identify gaps in the provision of services to address future needs.

The **[name of your court]** will send the final data compilation and analyses in the form of a biennial report to the Washington State Court Interpreter Commission to assist the Commission in monitoring of the court's Language Access Plan, identification of interpreter training and certification strategies, and other tools to assist the AOC and local courts in the provision of language access services.

A. Identified Current Needs

The most current language need identification efforts undertaken by **[name of court]** shows the following **[insert top five languages below]** non-English languages, whether spoken or signed, that are most frequently used in our

geographic area:

- [language xx]
- [language xx]
- [language xx]
- [language xx]
- [language xx]

The most current language need identification efforts undertaken by **[name of court]** shows the following **[insert top five languages below]** foreign or sign languages that are most frequently used in our **court community**:

- [language xx]
- [language xx]
- [language xx]
- [language xx]
- [language xx]

B. Identified Future Needs (if any)

[Name of court] has identified the following emerging and/or additional languages among court users in the area for which resources will be needed in the future:

- [language xx or resource needed]
- [language xx or resource needed]
- [language xx or resource needed]

IV. LANGUAGE ASSISTANCE IDENTIFICATION AND RESOURCES

Considerations for Approval

RCW 2.43.090 (1)(a) and RCW 2.43.090 (1)(b)

Does the LAP:

- Establish procedures court staff will use to identify LEP persons and the languages needed. [Template, Section IV B]
- Establish a court process and mechanism for tracking requests for language services. (Specifically how the court tracks language needs).
- Refer to I-speak cards or other resources that are available for staff to identify the language needed. (optional)
- Identify an individual or department responsible for coordinating language access services and procedures for providing in-person, video remote, and telephonic interpreter services. (optional)

A. Designated Language Access Office [or other name given by your court]

The **[name of court]** has designated **[include name of designated local Language Access Coordinator or Interpreter Coordinator]** as the person

responsible for coordinating language access services and to whom requests for interpreters and other language access services may be addressed. This designated person is available to:

- Develop lists of interpreters and secure interpreter services
- Receive and track language assistance requests;
- Address gaps in interpreter services by conducting outreach as needed;
- Provide information to assist LEP and D/HH/DB individuals to secure language access services;
- Assist or provide referrals to attorneys, justice partners, and other relevant persons to secure language access services for their clients and constituents;
- Assist court staff with securing language access services; and
- Answer questions from LEP and D/HH/DB individuals, and the public at large, regarding the court's available language access services, including the court's language access resources such as translated materials, interpreter roster, language identification cards, and other resources identified in this Plan.

LEP and D/HH/DB individuals, attorneys, justice partners, government agencies, and any other entities in need of language access services for court programs or activities or to acquire such services or information for themselves or their clients, may contact:

[Name of person/office designated]

[Address]

[Phone number]

[Fax/Email]

B. Identification of Language Access Needs and Notice of Availability

LEP and D/HH/DB, individuals may come in contact with court personnel via the phone, TTY / TDD, in-person, or through other means. In addition, there are various points of contact within **[name court here]** where LEP individuals or persons who are D/HH/DB will be in contact with court staff. Sometimes people who need language access services, including translated documents, will not request these services because they do not realize that such services are available at no charge, or because they do not recognize the level of English-language proficiency or communication ability needed to effectively participate in the court program, court proceeding, or court services. The first step in providing language access services is to enable LEP individuals or persons who are D/HH/DB to properly identify their language needs.

As a first step towards ensuring that LEP and D/HH/DB individuals are able to properly identify their language needs and to request language access and assistance services, **[name of court]** has a legal obligation to provide accessible notice to the public of an individual's right to spoken and sign language interpreter services and to be provided vital documents in translated form

whenever necessary to access court proceedings and court-managed programs.

Considerations for Approval

RCW 2.43.090 (1)(c)

Does the LAP:

- Provide a description of how the court notifies court users of the right to and availability of interpreter services and how to request those services.
- Identify specific locations where the notice will be placed or acknowledge that the court will prominently display the translated notice in the languages identified in RCW 2.43.090 (1)(a).

1. Identifying Language Needs at Points of Access

[Name of court] will identify language access needs at all points of contact with the court, such as the following [*Check all that apply or delete those that are not relevant to your court*]:`

- Telephone calls to court staff.
 - *[insert court phone numbers]*
- Security screening at court house entrances at the following courthouses:
 - *[insert court locations where screening exists]*
- Clerks' Offices at the following locations:
 - *[insert court locations]*
- Jury Offices at:
 - *[insert court locations]*
- Court Records Office at:
 - *[insert court locations]*
- Cashier Offices at:
 - *[insert court locations]*
- Small Claims or Alternative Dispute Resolution Services at:
 - *[insert court locations]*
- Courtroom(s) at the following court houses:
 - *[insert court locations where courtrooms are situated]*
- Court Facilitator or pro se services provided by the court at:
 - *[insert court locations]*
- Court-managed programs and services at:
 - *[insert locations and services provided]*
- Other [*Describe other points of access and the locations*]

To ensure the earliest possible identification of the need for language access services, the **[name of court]** has established internal protocols with the various justice partners which routinely interact with this court in order for these partners to communicate to the appropriate court staff the needs of LEP or D/HH/DB participants who will be coming into contact with the court. While justice partners themselves may be under a separate legal obligation to provide language access services to their clients, the court will be notified of any services that fall under the responsibility of the court as early as possible so

services may be provided in a timely and efficient manner. Examples of justice partners to be notified include *[check all that apply or delete those that are not relevant to your court]*:

- Jail staff
- Domestic violence victim’s advocate
- Attorney/public defender
- Court facilitator
- Law enforcement
- Other *[add any other justice partners]*

2. Notice of the Availability of Language Access Services

In order to facilitate the ability of LEP and D/HH/DB individuals to request their need for language access services, the **[name of court]** shall provide notice of the availability of language access services translated into Washington State’s most frequently used languages that states:

*“You have the right to language access services at no cost to you. To request these services, please contact *[insert designated language access office or appropriate contact here]*”.*

The **[name of court]** displays this notice on its website and at the following locations:

- *[location xx]*
- *[location xx]*
- *[location xx]*

Additionally, **[name of court]** has the following resources available at its points of contact, including those listed above when appropriate, to help LEP and D/HH/DB and court staff communicate with each other *[Check all that apply or delete those that are not relevant to your court]*:

- Language identification cards at all points of contact
- Multi-lingual notices at all appropriate points of contact notifying members of the public of their right to request an interpreter or other language assistance at any point during their contact with the court.
- Other *[Add any additional mechanism for self-identification for LEP and D/HH/DB persons]*: _____

When it appears that an individual has difficulty communicating due to a language barrier, **[name of court]** staff must inform the LEP or D/HH/DB person of his or her right to have language access services provided by the courts at no cost to them, even if the LEP or D/HH/DB person has not made a request for the language access services.

V. LANGUAGE ACCESS SERVICES

Considerations for Approval

RCW 2.43.090 (1)(b) and RCW 2.43.090 (1)(d).

Elements that address the criteria below may be found in multiple sections including Section III, Section IV, Section V and section VII.

Does the LAP:

- Establish a process the court will use to appoint and provide interpreter services in legal proceedings consistent with RCW 2.43.030.
- Establish procedures for providing timely language services outside of the courtroom.
- Identify a mechanism to identify and address delays in access to courts due to language barriers.
- Acknowledge the commitment to provide timely services. (optional)

Once the **[name of court]** staff has determined interpreter services are required for an LEP or D/HH/DB individual, court staff have access to the following procedures for securing an interpreter.

A. Language Access Services Inside the Court Room

1. Appointment of a Certified, Registered, or Qualified Interpreter for In Court Proceedings

The person responsible for appointing or securing the assistance of an interpreter at the **[name your court]** will comply with the following order of preference in appointing an interpreter as set forth in RCW 2.43.030(1)(b) and (2).

RCW 2.43.030(1) (b) states:

An in-person Certified or Registered interpreter who has been credentialed by the Administrative Office of the Courts shall be appointed, whenever possible, unless good cause is found and noted by the appointing authority. "Good cause" includes, but is not limited to, a determination that:

- (i) Given the totality of the circumstances, including the nature of the proceeding and the potential penalty or consequences involved, the services of an in-person credentialed interpreter are not reasonably available to the appointing authority; or
- (ii) The current list of credentialed interpreters maintained by the Administrative Office of the Courts does not include an interpreter in the language spoken by the LEP.

RCW 2.43.030(2) states:

If good cause is found for using an interpreter who is not credentialed by

the Administrative Office of the Court, the appointing authority shall make a preliminary determination that the proposed interpreter is able to interpret accurately all communications to and from such person in that particular proceeding. The appointing authority shall satisfy itself on the record that the proposed interpreter:

- (a) Is capable of communicating effectively with the court or agency and the person for who the interpreter would interpret; and
- (b) Has read, understands, and will abide by the code of ethics for language interpreters established by court rules.

In the event no in-person interpreter is available locally, the court or designated authority will weigh the need for moving forward with the proceeding against any possible negative consequences to the LEP or D/HH/DB person's ability to effectively participate in the proceedings through the use of a remote interpreter, as may be allowed by Washington court rule or law. When evidentiary matters are before the court, the court shall reschedule the hearing until an in-person interpreter is available, whether located in-state or out-of-state, and be made present at the hearing.

[*Name of your court*] will NOT appoint as interpreters anyone with a potential conflict of interest in the case, including the following: minors; friends and family of the LEP or D/HH/DB person; advocates and attorneys; justice partner bilingual staff; or anyone deemed unqualified after voir dire by the court.

2. Practices in the Appointment and Use of Interpreters

In appointing interpreters, staff at [*name of court*], will ensure that the interpreter and the LEP or D/HH/DB participant can effectively communicate. It is also the practice of [*name of court*] to:

- Make a determination of the appropriate number of interpreters that may be required for the proceeding. When the proper administration of justice so requires the court will appoint multiple or separate interpreters.
- For long hearing sessions or trials, appoint a team of two interpreters or if no second interpreter is available, allow the interpreter to have frequent breaks to avoid interpreting fatigue, ensure accuracy, and avoid subsequent errors.
- Only allow an LEP or D/HH/DB person to waive his or her right to the assistance of an interpreter if the waiver is knowing, voluntary, and on the record. The waiver of an interpreter may be rejected by the court or later revoked by the person.
- Require interpreters to provide sight translations for documents related to the court proceedings.
- Prohibit interpreters from assisting LEP or D/HH/DB with entering information on

court forms without the involvement of court staff in the completion of such forms.

- Provide sign language interpreters for jurors who are D/HH/DB when such persons are called and selected for jury service

3. Calendaring and Scheduling of Interpreters for In-court and Out-of-court Contacts

[Name of court] will provide interpreter services in a timely manner. In order to provide high quality language access services in an efficient manner, **[Name of court]** employs the following practices: *[check all that apply or delete those that are not relevant to your court]*

- Batching of matters for which an interpreter for a specific language is needed so long as this does not cause unnecessary delays in access and loss of remedies available to litigants, such as:
 - [list any matters for which batching would be appropriate]*
- Coordinating calendars so an interpreter may be available for several matters in the same court location on the same day.
- Establishing systems so that an interpreter coordinator can easily dispatch an interpreter from one court location to another, or one courtroom to another, efficiently, such as:
 - [list any systems]*
- Coordinating the use of interpreters so that when an interpreter is not busy in a courtroom proceeding he or she may be available in person or telephonically to assist in other court-managed services, such as clerk's offices, pro se clinics, etc.
- Creating a pool of interpreters who may be available by telephone or video to assist in non-evidentiary proceedings or other court programs.
- Other: *[Describe additional practices]*

4. Remote Interpreting

For short non-evidentiary hearings the **[name of court]** uses the following remote interpreting technologies: *[check all that apply or delete those that are not relevant to your court]*

- Video-remote interpreting (VRI)
- Telephonic interpreting provided by credentialed interpreters
- Telephonic interpreting agencies
- Other: *[Describe remote interpreting technologies]*

The policy or practice of the court with regard to the use of remote interpreting services is as follows: *[insert/attach your court's policy here, or if your court does not have policy, use the following points as a guide as it relates to remote interpreting]*

- Video remote and telephonic interpreting use will be consistent with GR 11.3 and will be used with caution. Generally, in-person interpreters are preferred.
- Telephonic interpreting will be a last resort for courtroom proceedings, and reserved for brief non-evidentiary proceedings such as continuances, given that non-verbal cues – not visible when on the telephone – are critical for communication. Telephonic interpreting can be particularly problematic in some circumstances such as for individuals who are deaf or hard of hearing, the elderly, those struggling with mental illness, quiet or nonverbally communicative individuals, and others.
- Video remote interpreting (VRI) will be used appropriately and will meet the requirements for providing effective communication, including,
 - Real-time, full-motion video and audio;
 - A clear, large image;
 - A clear transmission of voices;
 - Adequate training of staff in utilizing the equipment; and
 - Use of Certified interpreters with legal training

in order to be an efficient and effective mechanism for providing language access services when an in-person interpreter is not available, or when only a non-credentialed interpreter is available in person (but a credentialed one is available via video).

The court requires training for staff and appointing authorities on VRI and telephonic interpreting, how to use the technologies, how to best utilize the remote interpreter, and what are appropriate events for such types of remote interpreting service. VRI shall not be the only option available to the court and should be used when in-person interpretation services are not available.

B. Language Services Outside the Courtroom

The **[name of court]** is responsible for taking reasonable steps to ensure that LEP, deaf and hearing impaired individuals have meaningful access to services outside the courtroom. It is the practice of the court to provide interpreters for court-managed services, programs and operations consistent with state and federal language access mandates. In compliance with such mandates, the court shall provide language access services at: *[check all that apply or delete those that are not relevant to your court]*

- Alternative dispute resolution programs
- Anger management class
- CASA Programs
- Cashiers
- Court-ordered visitation

- Court facilitator services
- Criminal diversion programs
- Family Team Decision Making
- Guardians Ad Litem
- Electronic home monitoring
- Information counters
- Intake or filing offices
- Juvenile detention
- Juvenile diversion programs
- Mandatory mediation
- Prostitute patron (“John”) class
- Parenting classes
- Pro se clinics
- Probation offices
- Records rooms
- Other [*Describe additional locations*]

The court, in compliance with federal and state civil rights laws and regulations, shall provide the most appropriate language access service for these programs and services, including qualified interpreters, bilingual staff, and translated materials and information. When the most appropriate language access service is the appointment of a qualified interpreter, the court shall follow the guidelines described for the appointment of interpreters.

As noted in the policy interpretation section earlier, chapter 2.42 RCW requires that courts provide interpreters for persons who are D/HH/DB when they are required to attend court ordered-programs or services. In addition to the provision of qualified interpreters in all proceedings where required, court’s bilingual staff may assist with language needs outside of court proceedings. Bilingual staff shall be trained to understand their role, how it differs from the role of an interpreter, and that staff are only used for basic communications.

C. Translated Forms and Documents

Considerations for Approval

RCW 2.43.090 (1)(e)

Does the LAP:

- Include procedures to evaluate the need for translation of written materials.
- Identify the languages for which translations will be prioritized.
- Identify a process for translation requests, maintenance, and quality.
- Identify how the public is provided access to printed materials where no translation is provided.
- Identify existing translated materials and a process for adding future translations as needed. (optional)
- Identify the qualification of translators and include a prohibition of machine translation. (optional)

The **[name of court]** understands the importance of translating forms, documents, and electronic materials into non-English languages, so that LEP individuals have greater access to the courts' services. Judicial and court staff shall not use web-based applications or software to process or provide translations for LEP individuals.

State forms which have been translated are available at www.courts.wa.gov/forms. Additional informational resources translated into Spanish include:

- [A Guide to Washington State Courts / Guía de los Tribunales del Estado de Washington](#)
- [Self-Represented Persons in District Court / Personas que se representan a sí mismas en el Tribunal de Distrito](#)
- [Self-Represented Persons in Municipal Court / Personas que se auto representan en los Tribunales Municipales](#)
- [Self-Represented Persons in Superior Court Civil Proceedings / Personas que se auto representan en procedimientos civiles en el Tribunal Superior](#)
- [An Introduction to Small Claims Court / Una Introducción Al Juzgado De Demandas De Cuantía Menor](#)

[If your court has translated forms, use this section below to identify the forms]:

The **[name of your court]** currently has the following forms translated into commonly used languages *[list any forms/pamphlets your court has translated or include a link to the webpage containing those forms]:*

- [X, Y and Z Criminal Court Forms have been translated into . . .]
- [X, Y and Z Domestic Abuse forms have been translated into. . .]
- [XX]
- [YY]

The court shall make available such forms at appropriate locations in its court system and on the court's website. Information posted on the court's website for such forms shall be made accessible in the language the form is translated into.

[If your court has not translated any local forms, use this section]

[Name of court] has not translated any local forms and relies solely on translated general pattern forms provided by the AOC. When translated forms are not available, this court may: *[check all that apply or delete those that are not relevant to your court]*

- Provide sight translation of the form using bilingual staff
- Provide information regarding the content of the form using bilingual staff.
- Have an in-person interpreter sight translate the form
- Refer LEP party to a community resource
- Use telephonic interpreting
- Other *[describe other practices]*

D. Providing Emergency Information to LEP Court Customers

The **[name of court]** is responsible for taking reasonable steps to ensure that LEP and D/HH/DB individuals have meaningful access to emergency information should an emergency situation arise. The court provides such information in the following ways:

- There are universally understood emergency signs located in the strategic places throughout the courthouse building;
- Emergency exits are clearly marked [possibly also in the most common non-English language(s) used in the area];
- Evacuation map(s) are located in visible public area points with an indication using the most common non-English language (in addition to English) spoken in the area to designate the evacuation map(s).
- Bilingual staff is informed and trained to provide emergency information.

VI. TRAINING

Considerations for Approval

RCW 2.43.090 (1)(f)

Does the LAP:

- Identify a process for requiring and providing training to judges, court clerks, and other court staff.
- Identify the topics of the training to include requirements of the language access plan and how to effectively access and work with interpreters.
- Identify procedures to ensure existing staff and new staff are trained in an ongoing manner. (optional)

The **[name of court]** is committed to providing training for all judicial and court staff members who come in contact with LEP and D/HH/DB individuals in order to ensure the successful delivery of language access services. The court will provide staff training on all requirements in this Language Access Plan. Additional training opportunities will include *[check all that apply or delete those that are not relevant to your court]*:

- Proper appointment and scheduling of interpreters for all court proceedings and court-managed programs and services
- How to voir dire a non-credentialed court interpreter
- Role of an interpreter, modes of interpreting, and interpreter ethics and professional standards
- Courtroom management when interpreters are used
- Use of remote technologies for interpreting
- Cultural competence
- Other *[describe other trainings]*

Training efforts will include an initial training for new staff on the requirements of the current Language Access Plan and an annual training for existing court personnel that addresses any revisions made to the Plan.

Resources and information regarding language access services, policies and procedures and tools for providing language assistance (such as bench cards, language identification guides, brochures, etc.) are available to all court staff and decision makers at: *[check all that apply or delete those that are not relevant to your court]*

- The court's intranet
- The court's Language Access Coordinator/Interpreter Coordinator *[or your name for designated office/person.]*
- Other *[list other resources]*

VII. COMPLAINT PROCESS FOR NON-COMPLIANCE

1. Complaints Against Local Court

This specific complaint process is designed to bring to the attention of the local court, and if necessary, the Commission, allegations filed by LEP or D/HH/DB parties that the local court is out of compliance with the its own Language Access Plan, any applicable federal statutes or regulations, state statutory provisions, such as chapters 2.42 or 2.43 RCW and/or any applicable state or local court rules. This is an informal process whereby the Commission may be involved in providing consultation and guidance to LEP parties and local courts in resolving and removing barriers to language access services and resources.

LEP and D/HH/DB individuals are encouraged to first file a complaint with the local court using local court customer complaint filing procedures. The local court complaint rules are as follows:

A. Local Court Complaint Process

(Court insert its local court complaint process here)

B. Complaint Filed with the Court Interpreter Commission (Optional)

1. Except in extraordinary circumstances, the complaint must be filed with the Commission by an aggrieved party within 60 days from the date of the events on which the complaint is based.

Within 3 business days of the receipt of the complaint against a local court, Commission staff will inform complainant, using the contact information provided by complainant, of their option to file their complaint with the Department of Justice and of the need to file such complaint within 180 days from the date of the alleged discrimination.

2. Complaints filed with the Court or the AOC must be in writing and must be signed. The complaint must include the following information:

- a. A clear and brief description of the complaint and any evidence upon which the allegation is based, with relevant supporting documentation. The description and supporting evidence should include relevant facts that support the complaint that the court did not provide language access services;
- b. If possible, the complaint should identify the section(s) of the court's plan, statutes or regulations alleged to have been violated and the time frame in which the lack of compliance is alleged to have occurred;
- c. Disclosure of any other channels the complainant is pursuing, including legal action (optional); and
- d. A statement authorizing the Commission to send a copy of the complaint to the court that is the subject of the complaint.

Complaints filed with the Interpreter Commission should be sent to:

Washington State Interpreter Commission
c/o Interpreter Commission Staff
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170.

Or by contacting Robert W. Lichtenberg at 360-350-5373 by telephone or via email to Robert.Lichtenberg@courts.wa.gov

3. Interpreter Commission Complaint Review

- a. The Commission shall determine whether the complaint alleges facts that raise issues relating to the court's compliance with its LAP,

federal civil rights laws, chapters 2.42 and/or 2.43 RCW or court rules. This determination shall be made within 10 business days of receiving the complaint. The Commission may request additional information from the complainant if appropriate. If the Commission concludes that the complaint does not raise issues relating compliance with the LAP, Title VI of the Civil Rights Act, chapters 2.42 and/or 2.43 RCW, the matter will be closed and the complainant will be notified of the decision.

- b. If the Commission determines that the complaint may raise possible compliance issues, the complaint shall be sent to the court and a response requested. The Commission ordinarily will request the presiding judge of the court or their designee to respond within 30 days.
- c. If the response from the court establishes that the court is not out of compliance with respect to the matters raised in the complaint, the Commission will close the matter.

If the court's response does not clearly establish that it is operating in compliance with the matters raised by the complaint, the Commission may appoint a fact-finder to investigate the issues raised by the complaint and to report on the court's response, if necessary. The complaint, the court's response, and fact-finder's report, if any, shall be referred to the Commission for any further action deemed necessary by the Commission.

- d. The person making the complaint will be notified promptly regarding the conclusion of the Commission's review.

VIII. PUBLIC NOTIFICATION AND EVALUATION OF LAP

A. LAP Approval & Notification

[Name of court] LAP has been approved by the [*Presiding Judge, Court Administrator, Court Manager, and/or County Clerk*], and a copy has been forwarded to Washington State Administrative Office of the Courts' Interpreter Program Coordinator. Any revisions to the Plan are to be submitted to the [*Presiding Judge, Court Administrator, Court Manager, and/or County Clerk*] for approval, and then forwarded to the Interpreter Program Coordinator. Copies of **[name of court]** LAP shall be provided upon request. In addition, the court shall post its LAP on its own website at: **[Insert court's URL]**

B. Outreach and Communication of Plan

The **[name of court]** shall inform the public of the existence of the LAP and to

this end, the court will: *[check all that apply or delete those that are not relevant to your court]*:

- Collaborate with local bar associations, justice partners and other relevant organizations to ensure distribution of information.
- Translate vital outreach materials into the following languages:
 - *[Insert languages with high diffusion in the court's area to which vital documents and materials will be translated]*.
- Use ethnic media outlets (print, audio, TV, and digital media) to communicate regarding their language access policies and administrative policies. The court has identified the following ethnic media outlets with whom it will collaborate:
 - *[Insert local, regional and or statewide media outlets]*.
- Establish mechanisms for obtaining feedback from the public, attorneys and justice partners regarding the implementation and effectiveness of the administrative protocol and take this feedback into account at the yearly evaluation of the protocol.
- Other:

C. Annual Evaluation of the LAP

Considerations for Approval

RCW 2.43.090 (1)(g)

Does the LAP:

- Identify a process for ongoing plan evaluation and updating.
- Identify a process for monitoring implementation.
- Include the frequency of review, who is responsible for the review, and how the evaluation will incorporate stakeholder feedback. (optional)
- Include a process to assess utilization of interpreter services, including reports. (optional)

[Name of court] will conduct an annual needs assessment to determine whether changes to the LAP are needed. To this end, the court will continue to communicate on an ongoing basis with stakeholders, including LEP and D/HH/DB persons, attorneys, and the public in the following manner(s):

- *[Fill in the method for notifying stakeholders of protocol for needs assessment]*.

This assessment will be done by reviewing various areas in which the court provides language access services, taking into consideration, at a minimum, the number of interpreters requested by language in the courts and the identification of emerging changes in the languages spoken or signed within the court's local population as identified by any informational means or by other methods. Elements of the assessment evaluation shall include *[check all that apply or*

delete those that are not relevant to your court]:

- Number of LEP or D/HH/DB persons requesting court interpreters;
- Assessment of current language needs to determine if additional services or translated materials should be provided;
- Assessing whether staff members adequately understand LAP policies and procedures and how to carry them out; and
- Gathering feedback from LEP, deaf and hearing impaired communities around the state.
- Identification of challenges or trends your court is experiencing with providing language access services.
- Other [*describe other assessments*]

Any revisions made to the Plan will be communicated to all court personnel, and an updated version of the plan will be posted on the court's web site. In addition, the **[Name of court]** will submit to the AOC a copy of any updated information contained in this LAP within 60 days of its approval by **[Name of court or designated authority here]**.

D. Ideas for Future Improvements in Language Access [Optional]

[Name of court] will review the results of its annual needs assessment and conduct the following activities [*Check all that apply*]:

- Identify any challenges or trends your court is experiencing with providing language access services, sourcing of interpreters, document translation tasks, and website information that is accessible to LEP and D/HH/DB individuals.
- Engage in collaborative efforts with other courts to improve and coordinate interpreter scheduling where interpreter resources are shared.
- Identify and implement changes or improvements identified by your court to improve language access services that are within the scope of this LAP
- Other:

LAP Contact Person

State Contact:

Robert Lichtenberg
AOC Interpreter Program
1206 Quince Street SE
PO Box 41170
Olympia, WA 98504-1170

Local Contact:

[Insert Local Contact Information]

Robert.Lichtenberg@courts.wa.gov
(360) 350-5373

The effective date of this LAP plan is _____.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Parks Director Tara Mizell, Parks, Recreation & Culture

ITEM TYPE: Resolution

AGENDA SECTION: **New Business**

SUBJECT: A **Resolution** for Proposed Rate Increase at Cedarcrest Golf Course

SUGGESTED ACTION: Recommended Motion: I move to adopt Resolution No. ____.

SUMMARY:

ATTACHMENTS:

- [Cedarcrest proposed 6 year plan for rates increase 20-25 - MF \(002\).pdf](#)
- [Golf Fees Resolution 11-29-22.docx](#)

RATES--Cedarcrest 6 year look--RATES

Proposing increase of \$2 2023 then \$1 through 2025

Adult-PRE TAX

RATE	2020	2021	2022	2023	2024	2025
18 holes WD	30.0	32.0	32.0	34.0	35.0	36.0
18 Holes WE	35.0	37.0	37.0	39.0	40.0	41.0
9 Holes WD	22.0	23.0	23.0	25.0	26.0	27.0
Twilight WD	22.0	23.0	23.0	25.0	26.0	27.0
Twilight WE	22.0	23.0	23.0	25.0	26.0	27.0
Tw-Late WD/WE	14.0	15.0	15.0	NA	NA	NA
Early Bird	22.0	23.0	23.0	25.0	26.0	27.0
9 Holes WE (after Noon)	23.0	24.0	24.0	26.0	27.0	28.0
18 Hole playcard	283.0	302.1	301.8	300.0	305.0	310.0
Playcard WE Surcharge	4.0	4.0	4.0	4.0	4.5	5.0
Adult Annual (valid anyday)	1620.0	1689.5	1688.0	1800.0	1850	1900.0

Senior/Military (weekday)-PRE TAX

RATE	2020	2021	2022	2023	2024	2025
18 holes WD	24.0	26.0	26.0	28.0	29.0	30.0
9 Holes WD	17.0	18.0	18.0	20.0	21.0	22.0
Twilight WD	22.0	23.0	23.0	25.0	26.0	27.0
18 Hole playcard-post tax	211.0	230.1	229.9	240.0	245.0	250.0
Senior Annual (Mon-Fri only)-post tax	1079.9	1156.5	1155.5	1200.00	1250.00	1300.0
Senior Qtr. Pass (Mon-Fri only)-pots tax	257.2	279.1	243.9	400.0	412.5	425.0

Junior -PRE TAX

RATE	2020	2021	2022	2023	2024	2025
18 Holes WD	14.0	14.0	14.0	14.0	15.0	15.0
9 Holes WD	14.0	14.0	14.0	14.0	15.0	15.0
Twilight WD	14.0	14.0	14.0	14.0	15.0	15.0

Rentals-POST TAX

	2020	2021	2022	2023	2024	2025
18 Hole	\$ 15.00	\$ 16.00	\$ 16.00	18	18	19
9 Hole	\$ 10.00	\$ 11.00	\$ 11.00	12	12	13
18 Twilight	\$ 10.00	\$ 11.00	\$ 11.00	12	12	13
9 Twilight	\$ 10.00	\$ 11.00	\$ 11.00	12	12	13
Trail Fee	\$ 8.00	\$ 8.00	\$ 8.00	9	9	10
Pull Cart	\$ 6.00	\$ 7.00	\$ 7.00	9	9	10
Rental Clubs	\$ 15.00	\$ 30.00	\$ 30.00	30	30	30

GREY=rate increased that year

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ADOPTING REVISED GREENS FEES AND RENTAL FEES
FOR CEDARCREST GOLF COURSE.**

WHEREAS, staff and course operator Premier Golf have evaluated greens fees and rental fees at Cedarcrest Golf Course and at comparable golf courses; and

WHEREAS, the Park Board has reviewed and approved the proposed fee schedule; and

WHEREAS, setting fees as set forth in Exhibit A would maintain consistency with industry standards, offer competitive rates and are expected to meet revenue goals for the course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that Resolution No. 2494 is repealed and the schedule of greens fees and rental fees in Exhibit A is adopted effective January 1, 2023

ADOPTED by the City Council at an open public meeting this ___ day of December, 2022.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
GENEVIEVE GEDDIS, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville Amending Chapter 6.27 of the Municipal Code in Regard to the Use of Controlled Substances in Public Places

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: Using alcohol and marijuana in public is prohibited by law. State law does not address the use of controlled substances in public. Using controlled substances in public without a prescription increases public disorder and the negative effects of using controlled substances without a prescription. It also negatively affects children and youth and normalizes the use of controlled substances without a prescription.

This ordinance would make the use of controlled substances in public without a prescription a misdemeanor. This is consistent with the state law penalty for the possession of a controlled substance. This is not a crime that requires two referrals to treatment before a person can be arrested. Consequently, persons choosing to use controlled substances in public without a prescription would be subject to arrest.

ATTACHMENTS:
[Use of a Controlled Substance in Public Ordinance.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING CHAPTER 6.27 OF THE MUNICIPAL CODE IN REGARD TO THE USE OF CONTROLLED SUBSTANCES IN PUBLIC PLACES.

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional can result in physical injury or death; and

WHEREAS, the use of controlled substances without a prescription and the supervision of a medical professional often exacerbates mental health conditions; and

WHEREAS, using controlled substances can alter a person's brain or brain chemistry with negative health consequences; and

WHEREAS, persons using controlled substances can become addicted to such substances resulting in negative physical and mental health consequences and damage to family and personal relationships; and

WHEREAS, the use of controlled substances without a prescription or medical supervision is more likely to result in addiction; and

WHEREAS, the use of controlled substances without a prescription is positively correlated with criminal behavior; and

WHEREAS, the City has taken steps to address these problems through teaming police officers with social workers and mental health professionals and the municipal court's Mental Health Alternatives Program; and

WHEREAS, state law now requires that persons subject to arrest for possession of a controlled substance be referred to assessment and services in lieu of arrest at least twice before he or she may be arrested; and

WHEREAS, this state requirement has resulted in increased use of controlled substances in public; and

WHEREAS, the use of controlled substances in public increases public disorder and the negative effects of using controlled substances without a prescription; and

WHEREAS, the use of controlled substances in public negatively affects children and youth and normalizes the use of controlled substances without a prescription; and

WHEREAS, the use of alcohol and marijuana by persons of legal age is prohibited in public; and

WHEREAS, prohibiting the use of controlled substances in public will enhance public health and safety; and

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

SECTION 1. A new section 6.27.022 is added to the municipal code as set forth in Exhibit A.

SECTION 2. Section 6.27.025 of the municipal code 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 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

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

6.27.022 Use of a Controlled Substance in a Public Place.

1. It is unlawful for any person to knowingly use a controlled substance in a public place unless the controlled substance has been lawfully prescribed to the person using it.
2. “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.
3. “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.
4. Use of a controlled substance in a public place is a misdemeanor.

EXHIBIT B

6.27.025 Offer of referral.

When a police officer has probable cause that a person has committed the crime of possession of a counterfeit substance, possession of a controlled substance, possession of 40 grams or less of marijuana, possession of a legend drug, or possession of drug paraphernalia, the officer will offer a referral to assessment and services in the manner provided by RCW 10.31.115. When a police officer has probable cause that a person has committed the crime of use of a controlled substance in a public place, the officer may, but is not required to offer a referral and is authorized to book the person into jail regardless of whether that person has previously been offered a referral.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville Amending Section 6.54.010 of the Municipal Code and Adopting the State Crime of Unlawful Transit Conduct in RCW 9.91.025

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: RCW 9.91.025 prohibits a variety of disruptive and inappropriate conduct on transit vehicles and at transit stations and facilities. Unlawful transit conduct is a misdemeanor.

ATTACHMENTS:
[Unlawful Transit Conduct Ordinance 11-30-22.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 6.54.010 OF THE MUNICIPAL CODE AND ADOPTING THE STATE CRIME OF UNLAWFUL TRANSIT CONDUCT IN RCW 9.91.025.

WHEREAS, public transportation serves the city and its residents and provides mobility to residents who cannot use or do not have access to passenger vehicles; and

WHEREAS, residents should be safe while using public transportation; and

WHEREAS, maintaining a safe and clean environment for the use of public transportation encourages its use; and

WHEREAS, the public benefits from increased public transit use through reduced traffic congestion and reduced pollution; and

WHEREAS, adopting RCW 9.91.025, Unlawful Transit Conduct, will increase public safety and the efficacy of public transportation in the city.

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

SECTION 1. RCW 9.91.025, Unlawful Transit Conduct is adopted by reference and section 6.54.010 of the municipal code is amended as set forth in Exhibit A. A copy of the current version of the statute is attached as Exhibit B.

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

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

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

6.54.010 Statutes incorporated by reference.

The following statutes regarding public disturbance are incorporated by reference:

RCW

9A.84.010(1) Riot.

9A.84.020 Failure to disperse.

9A.84.040(1) False reporting.

9.91.025 Unlawful Transit Conduct

EXHIBIT B

RCW 9.91.025

Unlawful transit conduct.

(1) A person is guilty of unlawful transit conduct if, while on or in a transit vehicle or in or at a transit station, he or she knowingly:

(a) Smokes or carries a lighted or smoldering pipe, cigar, or cigarette, unless he or she is smoking in an area designated and authorized by the transit authority;

(b) Discards litter other than in designated receptacles;

(c) Dumps or discards, or both, any materials on or at a transit facility including, but not limited to, hazardous substances and automotive fluids;

(d) Plays any radio, recorder, or other sound-producing equipment, except that nothing herein prohibits the use of the equipment when connected to earphones or an ear receiver that limits the sound to an individual listener. The use of public address systems or music systems that are authorized by a transit agency is permitted. The use of communications devices by transit employees and designated contractors or public safety officers in the line of duty is permitted, as is the use of private communications devices used to summon, notify, or communicate with other individuals, such as pagers and cellular phones;

(e) Spits, expectorates, urinates, or defecates, except in appropriate plumbing fixtures in restroom facilities;

(f) Carries any flammable liquid, explosive, acid, or other article or material likely to cause harm to others, except that nothing herein prevents a person from carrying a cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law;

(g) Consumes an alcoholic beverage or is in possession of an open alcoholic beverage container, unless authorized by the transit authority and required permits have been obtained;

(h) Obstructs or impedes the flow of transit vehicles or passenger traffic, hinders or prevents access to transit vehicles or stations, or otherwise unlawfully interferes with the provision or use of public transportation services;

(i) Unreasonably disturbs others by engaging in loud, raucous, unruly, harmful, or harassing behavior;

(j) Destroys, defaces, or otherwise damages property in a transit vehicle or at a transit facility;

(k) Throws an object in a transit vehicle, at a transit facility, or at any person at a transit facility with intent to do harm;

(l) Possesses an unissued transfer or fare media or tenders an unissued transfer or fare media as proof of fare payment;

(m) Falsely claims to be a transit operator or other transit employee or through words, actions, or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creates a false impression that he or she is a transit operator or other transit employee;

(n) Engages in gambling or any game of chance for the winning of money or anything of value;

(o) Skates on roller skates or in-line skates, or rides in or upon or by any means a coaster, skateboard, toy vehicle, or any similar device. However, a person may walk while wearing skates or carry a skateboard while on or in a transit vehicle or in or at a transit station if that conduct is not otherwise prohibited by law; or

(p) Engages in other conduct that is inconsistent with the intended use and purpose of the transit facility, transit station, or transit vehicle and refuses to obey the lawful commands of an agent of the transit authority or a peace officer to cease such conduct.

(2) For the purposes of this section:

(a) "Transit station" or "transit facility" means all passenger facilities, structures, stops, shelters, bus zones, properties, and rights-of-way of all kinds that are owned, leased, held, or used by a transit authority for the purpose of providing public transportation services.

(b) "Transit vehicle" means any motor vehicle, streetcar, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers on a regular schedule.

(c) "Transit authority" means a city transit system under RCW [35.58.2721](#) or chapter [35.95A](#) RCW, a county transportation authority under chapter [36.57](#) RCW, a metropolitan municipal corporation transit system under chapter [36.56](#) RCW, a public transportation benefit area under chapter [36.57A](#) RCW, an unincorporated transportation benefit area under RCW [36.57.100](#), a regional transportation authority under chapter [81.112](#) RCW, or any special purpose district formed to operate a public transportation system.

(3) Any person who violates this section is guilty of a misdemeanor.

[[2009 c 279 § 3](#); [2004 c 118 § 1](#); [1994 c 45 § 4](#); [1992 c 77 § 1](#); [1984 c 167 § 1](#).]

NOTES:

Findings—Declaration—Severability—1994 c 45: See notes following RCW [7.48.140](#).

Drinking in public conveyance: RCW [66.44.250](#).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Police Commander Bradley Akau, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Intergovernmental Agreement for Snohomish County Diversion Center Participation *

SUGGESTED ACTION: Recommended Motion: I move to approve the Intergovernmental Agreement for Snohomish County Diversion Center Participation.

SUMMARY: The Snohomish County operates the Snohomish County Diversion Center, which provides temporary shelter and access to basic programs to individuals in an effort to provide those individuals with a stable source of housing and services until alternative treatment or housing options become available.

ATTACHMENTS:
[2023 Marysville DC Agreement .pdf](#)

**INTERGOVERNMENTAL AGREEMENT IGA-2023-05
FOR
SNOHOMISH COUNTY DIVERSION CENTER PARTICIPATION**

This intergovernmental agreement for services between Snohomish County and the City of Marysville (this "Agreement"), is made and entered into this ____ day of _____, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (the "City").

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose of Agreement. The County operates the Snohomish County Diversion Center (the "Diversion Center"). The Diversion Center is a facility that provides temporary shelter and access to basic programs to individuals, in an effort to provide those individuals with a stable source of housing and services until alternative treatment or housing options become available. The purpose and intent of this Agreement is to allow the City to refer individuals identified by the City for inclusion in the Diversion Center Program in accordance with the rules and conditions set by the County.

2. Effective Date and Duration. This Agreement shall take effect upon execution by both Parties. This Agreement shall remain in effect through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 13 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional one (1) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County Administrator (HS):

Cammy Hart-Anderson
Behavioral Health Division Manager
Snohomish County Human Services
3000 Rockefeller Avenue M/S 305
Everett, Washington 98201

City Administrator:

Bradley Akau
Operations Commander
Marysville Police Department
501 Delta Avenue
Marysville, WA 98270

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. County Services. As described in this Section 4, and subject to the conditions set forth in Section 5 below, the County will accept eligible individuals identified by the City (the "participants") for participation in the Diversion Center program. The Diversion Center program will provide temporary housing and access to basic services to eligible accepted individuals ("participants"). The County has contracted with a third party Contractor to administer the Diversion Center program and provide basic

services. The third party Contractor will provide short term temporary housing, access to services in the community, access to behavioral health services and/or referral, medication assisted detox treatment, and transition planning. In addition, the County will provide a participant meals, laundry equipment, storage for small personal items, and basic hygiene kits during his/her participation in the Diversion Center program. A participant's housing shall not exceed 15 days without written permission from the County.

4.1 Eligibility/Acceptance. In order to be eligible for the Diversion Center program, the County must determine, at a minimum: 1) the City has met its obligations under Section 5 of this agreement, 2) that the individual has successfully completed medical screening, described in Section 5.2, 3) the individual is at least 18 years old, 4) the individual is a voluntary program participant, stating a willingness to participate in services, and 5) the individual is willing to agree to a Release of Information as necessary to allow the County, the third party Contractor the City, and any referral agencies to coordinate services. The County shall have sole discretion to accept or decline City referred individual. The County may change or establish additional criteria for eligibility at any time. The County will make reasonable efforts to provide any changes in eligibility criteria to the City in advance of implementation of any change.

4.2 Denial. If an individual referred by the City is denied participation in the Diversion Center Program, the County shall notify the social worker or law enforcement officer of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately in person to the City representative

4.3 Diversion Center Limits. The County shall have the right to set the number of City referred participants in the Diversion Center program. Should the Diversion Center beds be at capacity and therefore remaining beds available become limited, the City shall collaborate with Diversion Center management and other partners to come to an agreeable solution for utilization of available beds. The County's administrator shall have the final authority in determining the maximum number of concurrent participants a City may have. In the event that the County reduces the maximum number of participants for the City to a number less than the number of currently enrolled participants, the County shall work with the City to locate alternate options for transitional services prior to discharging participants.

4.4 Participant Removal. The County reserves the right remove an accepted participant at any time. The County will notify the City of its decision to remove the participant. Within 2 hours of receiving the County's notification, the City must remove the participant from the Diversion Center and return/transport the individual back to his/her community (jurisdiction).

4.5 Voluntary Participant Exit. If a participant chooses to leave the Diversion Center independent of a planned program exit or removal, the City is required to respond immediately to the Diversion Center and return/transport the individual back to his/her community (jurisdiction).

5. City Responsibilities.

5.1 Embedded social worker. The City shall employ or contract with a law enforcement embedded social worker and/or social worker program modeled after the Snohomish County partnership between its Sheriff's Office and Human Services Department. Social workers shall be assigned to work in the field with City law enforcement officers to establish contact and relationships with potential participants prior to transporting to the Diversion Center.

5.2 Medical Screening. The City shall transport the referred individual to the Diversion Center. Individuals must successfully complete the Diversion Center’s medical screen to move forward in the eligibility criteria review. If the referred individual does not successfully complete the medical screening, the City will return to their community (jurisdiction) or transport the individual to the hospital, if medically necessary.

5.3 Participant case management by City. The City will designate at least one social worker to remain engaged with each City participant housed at the Diversion Center. The social worker will review the City participant’s progress in the program. The City social worker shall maintain contact with the City participant no less frequently than weekly. A city social worker may need to contact a participant more frequently, as need on a case by case basis. The City social worker is expected to provide case management services, monitor participant progress, and while the participant is housed, actively seek out post-diversion center services.

5.4 Participants must be escorted. Participants shall be escorted by City staff when arriving at and departing from the Diversion Center.

5.5 Transportation. The City shall be responsible for funding or providing for the transportation of City participants to treatment, medical appointments, other services, or court as needed.

5.6 Responsive to third party Contractor. The third party Contractor responsible for administering the Diversion Center Program may contact the City to discuss a City Participant. The City shall respond to any contact from the Contractor about a participant within one (1) business day.

5.7 City provides discharge items. The City shall provide discharge supplies or items for City participants, as needed, upon discharge from the Diversion Center. Supplies may include, but are not limited to: a duffel bag or backpack, clothing/footwear, and transportation fare.

6. Cost to City. There is no fee for City use of the Diversion Center, given that the 2023 operations are fully supported through dedicated Washington State funding and Snohomish County Chemical Dependency and Mental Health tax revenue. In the event that funding from either source is reduced to the extent that other local sources of funding are necessary, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated.

7. Incidental Costs. In the event a City participant needs incidental items or services, including any associated service fees, the City shall be responsible for paying for those incidental costs directly to the provider.

8. No participant rights. Participation in the Diversion Center program is voluntary. A participant may be removed from the Diversion Center program at any time, without cause.

9. Indemnification/Hold Harmless.

9.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that

any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

9.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

9.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

11. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

13. Early Termination.

13.1 Termination by the County. Except as provided in Section 13.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days

advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

13.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the County. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected participants.

13.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

14. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Executive Services Coordinator Leah Tocco, Executive

ITEM TYPE: Award Funding

AGENDA SECTION: **New Business**

SUBJECT: 2022 Community Beautification Program Award Approval *

SUGGESTED ACTION:

Recommended Motion: I move to approve the 2022 applicant awards for Community Beautification Program funding in the amount of \$39,413.87.

SUMMARY: The City of Marysville Community Beautification Program review committee convened in October of 2022 to review applications received for funding. The committee is recommending to award \$39,413.87 in funding to the following applicants.

Downtown 4th and State Mural - \$7,500

Funding request submitted by Historical Society and the owner of property to repaint the mural on the building located at the northwest corner of 4th and State. The current mural will be replaced with a historical mural from an image taken in Marysville on Front Street in 1913.

Pacific Meadows - \$7,500

Funding will help to repair their community park and provide improvements to the picnic area, soccer field and pruning of trees.

Pinewood Neighborhood - \$4,380.19

Funding request was submitted to install welcome signs to the Pinewood neighborhood. The committee recommends funding this

request upon the condition that the signs are consistent with a new design template to be developed by a city task force, to be established in 2023. Placement of signs to be approved by task force and consistent with the Comprehensive Plan neighborhood boundary.

Sunset Blvd. - \$1,500

Funding request was submitted for pond maintenance, tree trimming and replacement of neighborhood sign. The committee recommends providing funding for the neighborhood sign only. Community Beautification Grant funding for pond cleanup was granted and completed in 2019, but not maintained. The city will be coordinating volunteer efforts for community groups in 2023, for which we will recommend Sunset Blvd. be in consideration for a work party to assist with the pond cleanup maintenance.

Berrywoods - \$7,500

Funding will replace neighborhood playground equipment that was originally installed in 2006.

Otter Creek - \$3,533.68

Funding will help with cleanup of an area in the neighborhood where vegetation has overgrown along sidewalk areas.

Parkview Estates - \$7,500

Funding will assist in neighborhood monument repair and installation of lighting along with landscape replacement.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Public Works

ITEM TYPE: Bid Award

AGENDA SECTION: **New Business**

SUBJECT: Contract Award: Ebey Waterfront Park Docks Restoration *

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the Ebey Waterfront Park Docks Restoration contract with Trowbridge LLC in the amount of \$150,428.33 and approve a management reserve of \$15,042.83 for a total allocation of \$165,471.16.

SUMMARY:

The Ebey Waterfront docks were originally built in early 2000's and are in need of restoration. The Ebey Waterfront Park Docks Restoration project will renovate the existing docks to achieve another 20 years of useful life. This will involve rebuilding the docks from a combination of new (framing, lumber, hardware, fasteners, floats) and existing materials (galvanized grating).

The project was solicited through the MRSC Small Works Roster on October 7, 2022. The City received four bid proposals. Trowbridge, Inc. was selected due to their complete proposal and lowest cost. Trowbridge Inc. specializes in marine construction and repair. The final cost proposal from Trowbridge totals \$150,428.33 inclusive of tax. Staff also requests approval of a 10% management reserve, or \$15,042.83, for a total allocation of \$165,471.16.

ATTACHMENTS:
[Trowbridge Contract for Ebey Waterfront Docks Restoration.pdf](#)
[Bid Tab 2022-11-01 with additional proposed.pdf](#)

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and Trowbridge, an LLC, organized under the laws of the state of WA, located and doing business at 2442 NW Market Street #419, Seattle WA 98107 (the “Contractor”).

WHEREAS, the City desires Perform a restoration of the Ebey Waterfront Park Docks; and

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

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

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

1. Scope of Work—the Project.

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

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than March 31, 2023.

3. Commencement of Work.

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

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

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

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

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed One Hundred Fifty Thousand Four Hundred Twenty Eight Dollars and Thirty Three Cents (\$150,428.33) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

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

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

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

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

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

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

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

5. Time is of the Essence/Liquidated Damages.

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

6. Changes.

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

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

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

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

7. Bonding and Retainage.

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

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

8. Termination of Contract.

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

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

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

9. Contractor's Status as Independent Contractor.

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

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding, including the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) and ensure that any subcontractors also comply with these requirements.

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

11. Contractor’s Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor’s risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

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

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

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

_____ (City Initials) _____ (Contractor Initials)

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

13. Insurance.

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

b. No Limitation. The Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

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

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

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

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

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

14. Additional Responsibilities of the Contractor.

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

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

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

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

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

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

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

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

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

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

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

16. Assignment and Subcontractors.

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

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

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

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

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

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

17. Notices and Contract Representatives.

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

This Contract shall be administered for the City by the City’s Contract Representative, Jeramie Roth, Parks Maintenance Supervisor, and shall be administered for the Contractor by the Contractor’s Contract Representative, Frank Ford, CEO. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Jeramie Roth, Parks Maintenance Supervisor
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

To Contractor: Frank Ford CEO
Trowbridge Innovations LLC
2442 NW Market Street #419
Seattle, WA 98107

18. Conflict and Severability.

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

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

19. Integration, Supersession, and Modification.

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

20. Non-Waiver.

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

21. Survival.

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

22. Third Parties.

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

23. Governing Law.

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

24. Venue.

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

25. Attorney Fees.

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

26. Authority to Bind Parties and Enter into Contract.

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

27. Counterparts.

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

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

TROWBRIDGE, INC.

By: _____
Frank Ford
Its: Chief Executive Officer

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents



The City of Marysville is requesting quotes for the renovation of the Boat launch Docks at Ebey Waterfront Park located at 1404 1st Street Marysville Washington. Submission of quotes and/or questions should be forward by email to Jeramie Roth, Parks Maintenance Supervisor at Jroth@marysvillewa.gov , (360) 363-8175. All interested bidders are required to register with Jeramie before the proposal submittal deadline to ensure consistent proposals. For consideration, bidders must attend the pre-bid meeting and proposals must be submitted by Tuesday, October 18, 2022 at 3:00 PM. Proposals shall include a quotation form, in substantially similar format to the one attached, and shall include any additional scope of work as an additional line item when necessary to accomplish the finished condition described herein based on the contractors knowledge and expertise. City staff will select a contractor based on the combination of completeness of the proposal, proposed scope of work, and the submitted costs.

The Ebey Waterfront Docks were built and installed in the early 2000's providing 20 years of use. The objective of this project is to bring the docks back to as near new condition as possible and achieve another 20 years of use.

An aerial image is provided to show the dock layout. Below you will find the Dock groupings with the each individual dock section's size.

1. East Dock Group 1
 - a. Section 1a: 27'x6' = 162 SQFT
 - b. Section 1b: 27'x6' = 162 SQFT
2. Middle Dock Group 2
 - a. Section 2a: 20'x6' = 120 SQFT
 - b. Section 2b: 20'x6' = 120 SQFT
 - c. Section 2c: 20'x6' = 120 SQFT
3. West Dock Group 3
 - a. Section 3a: 27'x6' = 162 SQFT
 - b. Section 3b: 27'x6' = 162 SQFT
 - c. Section 3c: 20'x6' = 120 SQFT
 - d. Section 4d: 20'x6' = 120 SQFT

During the renovation two of the three groups of docks should remain open for public use. Each group of docks should be removed from the water and transported to one of three locations for renovation work: onsite, the City's Public Works site, or at the Contractor's place of business. The contractor is responsible for the security of all materials and equipment during the work. Use of City property requires a hold harmless waiver and the City will provide access to power and water. During the Dock removal it may be necessary for a temporary closure of all ramps for public safety. This may be acceptable and should be brief as possible.

The Contractor is responsible for providing any labor or materials necessary to tarp and/or build a temporary tent structure. This will be necessary to perform the scope of work below in order for the project to be completed during the winter months and within the required timeline. Additionally the Contractor is responsible for providing any heat or air movement needed to dry lumber and/or cure paint throughout the project.

During the time the docks are removed for renovation it is the Contractors responsibility to maintain the closure and security of the Dock ramp for the grouping they are renovating.

Anticipated Scope Overview for Each Dock Group

Proposal for this work shall identify all work and materials necessary to accomplish the work. Should discovery of unknown conditions and related changes in material quantities occur after the beginning of work, a change order may be later negotiated. The anticipated scope of work includes the tasks and materials listed below. These will be paid as lump sum regardless of measurement or quantity except as noted. A common quantity for each item paid at unit pricing will be identified in coordination with those attending the required pre-bid meeting and will be confirmed in an email to attendees afterwards.

- Removal and any transport of docks to designated repair area
- Demo and disposal of all rotten and broken framing
- Pressure wash dock framing, Floats and Grating, and all sediment control and disposal
- Remove Grating and Floats
- Repair all damaged or missing framing with same dimension Pressure Treated Lumber and galvanized fasteners
 - All new lumber shall follow the Washington DOT Standard Specifications, Section 9-09 Timber and Lumber to include 9-09-1. All lumber cuts and boring shall be treated in the manner as defined in section 9-09.3 Preservative Treatment 9-09.3(1)
- Primer new and existing framing - use Rodda Paint: Sharkskin Adhesion Primer
- Paint all framing to match - use Rodda Paint: Sharkskin Exterior solid body stain White
- Replace all pressure treated 2x10 edge banding on all Dock sections - Not to be Painted
- Replace any damaged or missing floats **(paid at unit pricing)**
- Repair or replace any damaged grating **(paid at unit pricing)**
- Replace any missing or poor condition hardware
- Install all new bull rails with same dimension pressure treated lumber and galvanized fasteners
- While docks are removed
 - Remove and dispose of all silt buildup that has accumulated on the surface of the concrete boat ramp directly under the docks and connecting ramp **(paid at unit pricing)**
 - This work shall be done at low tide and only involve the silt buildup on the concrete boat ramp under where the dock would sit.
- Reinstall docks and reset ramp

Contracting requirements include the following that shall be reflected in submitted quotes:

- The City's contract template (provided to registered interested bidders)
- Any additional scope of work identified by the bidder based on their expertise
- Licensed and bonded
- A City business license
- Industrial insurance coverage
- Not disqualified/debarred from public works contracts in the State of Washington
- Payment of prevailing wages

All Contractors are required to register as an interested bidder & attend a pre bid meeting

Pre bid meeting will be held Tuesday October 11th at 12:00 PM **Low Tide at 12:28 PM**

Ebey Waterfront Park

1404 1st Street

At the location of the docks

Project Timeline

- Upon first mobilization and the start of work the Contractor will have 50 working days to complete the Dock renovation project
 - Working Day: Any calendar day, exclusive of **Saturdays, Sundays**, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work.
- The dock work must begin on or before January 9, 2023

**City of Marysville
Ebey Waterfront Park
Dock Renovation Price Quotation**

<u>Group 1</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 1A per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 1B per scope (lump sum)	
Replace any damaged or missing floats (_____ floats; \$_____ per ea.)	
Repair or Replace any damaged or missing grating (_____ sf; \$_____ per SF)	
Silt build up removal and disposal (_____ CY; \$_____ per CF)	
<u>Group 1 Sub-Total</u>	
<u>Group 2</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 2A per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 2B per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 2C per scope (lump sum)	
Replace any damaged or missing floats (_____ floats; \$_____ per ea.)	
Repair or Replace any damaged or missing grating (_____ sf; \$_____ per SF)	
Silt build up removal and disposal (_____ CY; \$_____ per CF)	
<u>Group 2 Sub-Total</u>	
<u>Group 3</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 3A per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 3B per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 3C per scope (lump sum)	
Remove, Renovate or Replace, & Reinstall Dock 3D per scope (lump sum)	
Replace any damaged or missing floats (_____ floats; \$_____ per ea.)	
Repair or Replace any damaged or missing grating (_____ sf; \$_____ per SF)	
Silt build up removal and disposal (_____ CY; \$_____ per CF)	
<u>Group 3 Sub-Total</u>	

<u>Group 1 Sub-Total</u>	
<u>Group 2 Sub-Total</u>	
<u>Group 3 Sub-Total</u>	
<u>Applicable Sales Tax</u>	
<u>Total Price Quotation</u>	

WARRANTY (years): _____

COMPANY NAME: _____

SUBMITTED BY: _____

PHONE NUMBER: _____

DATE: _____

Pre-bid meeting Questions and City response

Will the contractor be required to acquire any permits for this project?

No city permits are required since this is strictly a maintenance project. An HPA from WDFW is required (<https://wdfw.wa.gov/licenses/environmental/hpa/about>) for both dock maintenance and silt removal. This effort and costs shall be included in submitted proposals. The preferred contractor will apply for this approval following contract execution. The work is Categorical Exemption under SEPA [see [WAC 197-11-800\(3\) and \(3\)\(a\)](#)] and an exemption letter for the HPA application can be provided by the City if needed.

Does there need to be a Turbidity control method around the work area?

Turbidity should be monitored while work is being done on the boat ramp. With all Silt removal being above the low water line the City does not require any control measures except as required by the contractor obtained HPA described above.

Will the project timeline be extended for silt removal if there are no significant low Tides while the docks are removed to perform the necessary silt removal?

The City will extend the timeline as needed and work with the contractor to come to an agreement on a low tide that will provide for adequate silt removal. Tide forecasts are an acceptable basis for the city to designate unworkable days (provided no other activities are feasible).

Can we use the low water mark as the stopping point for silt removal?

Yes we feel that would provide for adequate silt removal from the boat ramp.

Are the rollers around the pilings included in the scope?

The rollers are not included in the scope. However if in your expert opinion they should be replaced or repaired they can be added as an additional line item. Anything you see that isn't in the scope should be proposed as an additional line item.

Is it possible to leave the center dock open and remove and close the East and West docks? Then when the East and West docks are done and reinstalled remove and renovate the middle dock. Additionally it was asked if temporary floats could be placed for the center dock to allow all docks to be removed for renovation at the same time.

Yes this would be an acceptable in both cases as long as the temporary floats provided the same capacity for use as the existing floats.

Is night work permitted?

Yes night work is ok but advanced notice shall be given to the city.

Can the floats be from a different manufacturer?

The floats can be from a different manufacturer as long as the float is white and the dock decking/grating sections remain parallel to the water surface at completion.

Would the city be interested in seeing a cost comparison for renovation of current docks and full replacement of the current docks?

We are happy to look at any proposal options for replacement of the Ebey Waterfront docks but this should be in addition to the maintenance/renovation proposals. Any preparation of full replacement proposal should include all permit costs, including City building construction permits (because of new structures; no longer “maintenance”), an expected number of working days, and a calendar schedule to complete based on a December 2022 notice to proceed.

Is a bid bond required?

None is required.

**City of Marysville
Ebey Waterfront
Park
Dock Renovation Price Quotation**

<u>Group 1</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	\$7400.00
Remove, Replace, & Reinstall Dock 1A per scope (lump sum)	\$13214
Remove, Replace, & Reinstall Dock 1B per scope (lump sum)	\$13214
Replace any damaged or missing floats (_____ floats; \$ _____ per ea.)	included
Repair or Replace any damaged or missing grating (<u> 2 0 </u> sf; \$ <u> 3 8 </u> per SF)	\$760
Silt build up removal and disposal (<u> 1 0 </u> CY; \$ <u> 3 3 7 . 5 0 </u> per CY)	\$3375
<u>Group 1 Sub-Total</u>	\$37963

<u>Group 2</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	\$7400
Remove, Replace, & Reinstall Dock 2A per scope (lump sum)	\$9840
Remove, Replace, & Reinstall Dock 2B per scope (lump sum)	\$9840
Remove, Replace, & Reinstall Dock 2C per scope (lump sum)	\$9840
Replace any damaged or missing floats (_____ floats; \$ _____ per ea.)	Included
Repair or Replace any damaged or missing grating (<u> 20 </u> sf; \$ <u>38</u> per SF)	\$760
Silt build up removal and disposal (<u> 10 </u> CY; \$ <u>337.50</u> per CF	\$3375
<u>Group 2 Sub-Total</u>	\$41055
<u>Group 3</u>	
<u>Description</u>	<u>Price</u>
Site Preparation & Sediment Control (lump sum)	\$7400
Remove, Renovate or Replace, & Reinstall Dock 3A per scope (lump sum)	\$13214
Remove, Renovate or Replace, & Reinstall Dock 3B per scope (lump sum)	\$13214
Remove, Renovate or Replace, & Reinstall Dock 3C per scope (lump sum)	\$9840
Remove, Renovate or Replace, & Reinstall Dock 3D per scope (lump sum)	\$9840
Replace any damaged or missing floats (_____ floats; \$ _____ per ea.)	Included
Repair or Replace any damaged or missing grating 20 sqft; \$38 per sqft)	\$760
Silt build up removal and disposal (10 CY; \$ 337.50 per CF)	\$3375
<u>Group 3 Sub-Total</u>	\$ 57643



ADDITIONAL ITEMS

<u>Description</u>	<u>Price</u>
Repair and replacement of pile hoops (all hoops to be replaced as need or be like new)	\$9800
<u>ADDITIONAL ITEM SUBTOTAL</u>	\$9800

<u>Additional Item Sub-Total</u>	\$9800
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<u>Group 1 Sub-Total</u>	\$37963.00
<u>Group 2 Sub-Total</u>	\$41055.00
<u>Group 3 Sub-Total</u>	\$57643.00
<u>Applicable Sales Tax</u>	\$13767.33
<u>Total Price Quotation</u>	\$150428.33

WARRANTY (years): Two
 COMPANY NAME: Trowbridge
 SUBMITTED BY: Frank Ford
 PHONE NUMBER: 206 931 3673
 DATE: 12/01/2022
 TYPICAL LIFESPAN OF HDPE SLEEVED PILES Twenty Years
 TYPICAL LIFESPAN OF NEW DOCK STRUCTURES Twenty Years



To Who it concerns,

In reference to Ebey Waterfront Park dock restoration, the Trowbridge team has suggestions that may be of interest to City of Marysville.

Current floating docks and piles are in need of repair.

It may be wiser to replace these floating docks for the following reasons.

Floats and other parts of dock's a susceptible to failure as older plastics age and foam may be saturated. This may or may not be the case, it is hard to discern before haul out.

Hardware will become deteriorated over the course of years, this is hard to discern as well.

Current docks appear to be underbuilt.

Painted docks may not be environmentally wise.

Our current proposals bottom line is \$101612.00

It may be beneficial to replace the docks in entirety, as the cost associated are as follows. These are cost estimates. Full quote will be available if this appears to be a viable path.

All new Docks, reusing only existing top grating.

Larger, industrial marine timber build TBD. No paint, bull nosed edges and bare timber

Cost of new Docks, including all line items, except paint, in previous quote as well as removal and disposal of old docks. \$136661.00 (no ST)

Hope this helps with your decision-making.

Thank you for the opportunity,

Frank Ford
CEO
Trowbridge

Ebey Waterfront Park Docks - Bid Tabulation

Bid Item	Submitted Proposal												Trow Bridge proposal with additional proposed items							
	Massana Const. Inc.				Trow Bridge				Surowiecki				Wilder							
	Qty.	Unit	Unit Price	Price	Qty.	Unit	Unit Price	Price	Qty.	Unit	Unit Price	Price	Qty.	Unit	Unit Price	Price	Qty.	Unit	Unit Price	Price
Group 1 Site Preparation & Sediment Control (lump sum)	1	-	\$ 8,000.00	\$ 8,000.00	1	-	\$ 7,400.00	\$ 7,400.00	1	-	\$ 8,333.00	\$ 8,333.00	1	-	\$ 11,300.00	\$ 11,300.00	1	-	\$ 7,400.00	\$ 7,400.00
Remove, Renovate or Replace, & Reinstall Dock 1A per scope (lump sum)	1	-	\$ 22,000.00	\$ 22,000.00	1	-	\$ 5,800.00	\$ 5,800.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 7,290.00	\$ 7,290.00	1	-	\$ 13,214.00	\$ 13,214.00
Remove, Renovate or Replace, & Reinstall Dock 1B per scope (lump sum)	1	-	\$ 22,000.00	\$ 22,000.00	1	-	\$ 5,800.00	\$ 5,800.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 12,150.00	\$ 12,150.00	1	-	\$ 13,214.00	\$ 13,214.00
Replace any damaged or missing floats	1	EA	\$ 525.00	\$ 525.00	1	EA	\$ 425.00	\$ 425.00	1	EA	\$ 800.00	\$ 800.00	1	EA	\$ 350.00	\$ 350.00	1	EA	\$ -	\$ -
Repair or Replace any damaged or missing grating	20	SF	\$ 36.00	\$ 720.00	20	SF	\$ 38.00	\$ 760.00	20	SF	\$ 50.00	\$ 1,000.00	20	SF	\$ 30.00	\$ 600.00	20	SF	\$ 38.00	\$ 760.00
Silt build up removal and disposal	10	CY	\$ 160.00	\$ 1,600.00	10	CY	\$ 337.50	\$ 3,375.00	10	CY	\$ 1,053.00	\$ 10,530.00	10	CY	\$ 450.00	\$ 4,500.00	10	CY	\$ 337.50	\$ 3,375.00
			\$ 54,845.00	\$ 54,845.00			\$ 23,560.00	\$ 23,560.00			\$ 46,663.00	\$ 46,663.00			\$ 36,190.00	\$ 36,190.00			\$ 37,963.00	\$ 37,963.00
Group 2 Site Preparation & Sediment Control (lump sum)	1	-	\$ 8,000.00	\$ 8,000.00	1	-	\$ 7,400.00	\$ 7,400.00	1	-	\$ 8,333.00	\$ 8,333.00	1	-	\$ 11,300.00	\$ 11,300.00	1	-	\$ 7,400.00	\$ 7,400.00
Remove, Renovate or Replace, & Reinstall Dock 2A per scope (lump sum)	1	-	\$ 19,000.00	\$ 19,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 8,150.00	\$ 8,150.00	1	-	\$ 9,840.00	\$ 9,840.00
Remove, Renovate or Replace, & Reinstall Dock 2B per scope (lump sum)	1	-	\$ 19,000.00	\$ 19,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 8,150.00	\$ 8,150.00	1	-	\$ 9,840.00	\$ 9,840.00
Remove, Renovate or Replace, & Reinstall Dock 2C per scope (lump sum)	1	-	\$ 19,000.00	\$ 19,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 8,150.00	\$ 8,150.00	1	-	\$ 9,840.00	\$ 9,840.00
Replace any damaged or missing floats	1	EA	\$ 525.00	\$ 525.00	1	EA	\$ 425.00	\$ 425.00	1	EA	\$ 800.00	\$ 800.00	1	EA	\$ 350.00	\$ 350.00	1	EA	\$ -	\$ -
Repair or Replace any damaged or missing grating	20	SF	\$ 36.00	\$ 720.00	20	SF	\$ 38.00	\$ 760.00	20	SF	\$ 50.00	\$ 1,000.00	20	SF	\$ 30.00	\$ 600.00	20	SF	\$ 38.00	\$ 760.00
Silt build up removal and disposal	10	CY	\$ 160.00	\$ 1,600.00	10	CY	\$ 337.50	\$ 3,375.00	10	CY	\$ 1,053.00	\$ 10,530.00	10	CY	\$ 450.00	\$ 4,500.00	10	CY	\$ 337.50	\$ 3,375.00
			\$ 67,845.00	\$ 67,845.00			\$ 30,560.00	\$ 30,560.00			\$ 59,663.00	\$ 59,663.00			\$ 41,200.00	\$ 41,200.00			\$ 41,055.00	\$ 41,055.00
Group 3 Site Preparation & Sediment Control (lump sum)	1	-	\$ 10,000.00	\$ 10,000.00	1	-	\$ 7,400.00	\$ 7,400.00	1	-	\$ 8,333.00	\$ 8,333.00	1	-	\$ 12,700.00	\$ 12,700.00	1	-	\$ 7,400.00	\$ 7,400.00
Remove, Renovate or Replace, & Reinstall Dock 3A per scope (lump sum)	1	-	\$ 22,000.00	\$ 22,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 7,290.00	\$ 7,290.00	1	-	\$ 13,214.00	\$ 13,214.00
Remove, Renovate or Replace, & Reinstall Dock 3B per scope (lump sum)	1	-	\$ 22,000.00	\$ 22,000.00	1	-	\$ 9,800.00	\$ 9,800.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 12,150.00	\$ 12,150.00	1	-	\$ 13,214.00	\$ 13,214.00
Remove, Renovate or Replace, & Reinstall Dock 3C per scope (lump sum)	1	-	\$ 15,000.00	\$ 15,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 12,150.00	\$ 12,150.00	1	-	\$ 9,840.00	\$ 9,840.00
Remove, Renovate or Replace, & Reinstall Dock 3D per scope (lump sum)	1	-	\$ 15,000.00	\$ 15,000.00	1	-	\$ 6,200.00	\$ 6,200.00	1	-	\$ 13,000.00	\$ 13,000.00	1	-	\$ 6,490.00	\$ 6,490.00	1	-	\$ 9,840.00	\$ 9,840.00
Replace any damaged or missing floats	1	EA	\$ 525.00	\$ 525.00	1	EA	\$ 425.00	\$ 425.00	1	EA	\$ 800.00	\$ 800.00	1	EA	\$ 350.00	\$ 350.00	1	EA	\$ -	\$ -
Repair or Replace any damaged or missing grating	20	SF	\$ 36.00	\$ 720.00	20	SF	\$ 38.00	\$ 760.00	20	SF	\$ 50.00	\$ 1,000.00	20	SF	\$ 30.00	\$ 600.00	20	SF	\$ 38.00	\$ 760.00
Silt build up removal and disposal	10	CY	\$ 160.00	\$ 1,600.00	10	CY	\$ 337.50	\$ 3,375.00	10	CY	\$ 1,053.00	\$ 10,530.00	10	CY	\$ 450.00	\$ 4,500.00	10	CY	\$ 337.50	\$ 3,375.00
			\$ 86,845.00	\$ 86,845.00			\$ 40,360.00	\$ 40,360.00			\$ 72,663.00	\$ 72,663.00			\$ 56,230.00	\$ 56,230.00			\$ 57,643.00	\$ 57,643.00
Additional Scope							\$ 7,800.00	\$ 7,800.00												\$ 9,800.00
Galvanized Hoops							\$ 7,800.00	\$ 7,800.00												\$ 9,800.00
Sales Tax (9.4%)			\$ 19,696.29	\$ 19,696.29			\$ 9,614.32	\$ 9,614.32			\$ 16,824.97	\$ 16,824.97			\$ 12,560.28	\$ 12,560.28			\$ 13,767.33	\$ 13,767.33
Overall Total			\$ 229,231.29	\$ 229,231.29			\$ 104,094.32	\$ 104,094.32			\$ 195,813.97	\$ 195,813.97			\$ 146,180.28	\$ 146,180.28			\$ 150,428.33	\$ 150,428.33

Notes:

1. Estimated quantities for floats, grating, and silt are adjusted from each contractor's proposal for a consistent comparison. Council contract authorization is based on this common and consistent quantity estimate.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Crystil Wooldridge, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure items as Budgeted for in Ordinance No. 3160 *

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. ____.

SUMMARY: During the 2021-2022 biennial budget period certain activities occur which requires amending the budget to best meet the needs of the City services. Below is a summary of the activities that will affect the 2021-2022 biennial budget.

Amendments needed to the 2021-2022 budget include the adjustments detailed in Exhibit A of the ordinance. Also, certain amendments were adopted by ordinance during the 2021-2022 biennial budget period that included scrivener's errors. To memorialize staff's communication to council during adoption, I am including the final revised 2021-2022 budget in Exhibit B.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: CAO Gloria Hirashima, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Liability Renewal Proposal 2023-2024 Coverage Year *

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Liability Insurance program with Alliant for 2023-2024 in an amount not to exceed \$600,000.

SUMMARY: The City’s General Liability insurance expires 12/31/2022. Alliant, our insurance broker, has solicited new proposals for 2023. The proposals are still under review, but we anticipate a projected cost ranging from \$566,660-\$591,298 to maintain the same levels of coverage and program that we currently hold. We anticipate an approximate 17% increase in costs. This is due to variables impacting insurance premiums in Washington state and local government. In addition, the City has increased employees and the carrier has anticipated expansion of our programs, such as correctional capacity. The City will need to bind coverage prior to the expiration of our current policy at the end of this year, so we are requesting authorization based on current estimates, in an amount not to exceed \$600,000.

ATTACHMENTS:
[23-24 Marysville UPDATED-DRAFT 12-9-22 Liability Renewal Draft Program Comparison and Projected Cost.pdf](#)



City of Marysville

DRAFT
Proposed Liability
Program
2023 – 2024

Presented on 12/9/22

Brian White
First Vice President

Anne Shackelford
Vice President

Alliant Insurance Services, Inc.
1420 Fifth Avenue, Suite 1500
Seattle, WA 98101
O 206 204 9140
F 206 204 9205

CA License No. 0C36861

www.alliant.com

Line of Coverage – Liability Program - \$25,000,000

	EXPIRING COVERAGE 2022-2023	PROPOSED RENEWAL COVERAGE 2023-2024
Insurance Company	Safety National/Allied World/Hallmark	Safety National/Allied World/Hallmark
AM Best Rating	Safety National / Safety Specialty – A++ (Superior), Financial Size Category XV (\$2 Billion or greater), as of 11/17/21 Allied World – A (Excellent), Financial Size Category XV (\$2 Billion or greater), as of 3/26/21 Hallmark – A- (Excellent), VIII (\$100 Million to \$250 Million) as of 11/16/2021	Safety National / Safety Specialty – A++ (Superior), Financial Size Category XV (\$2 Billion or greater), as of 11/17/21 Allied World – A (Excellent), Financial Size Category XV (\$2 Billion or greater), as of 3/26/21 Hallmark – A- (Excellent), VIII (\$100 Million to \$250 Million) as of 11/16/2021
Policy Term	January 1, 2022 to January 1, 2023	January 1, 2023 to January 1, 2024
Occurrence Form Policy-Including the following coverages	Excess Liabilities: \$25,000,000 Each Occurrence/Wrongful Act/ Accident for General Liability, Automobile Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Stop Gap (Employer’s Liability)	Excess Liabilities: \$25,000,000 Each Occurrence/Wrongful Act/ Accident for General Liability, Automobile Liability, Law Enforcement Liability, Public Officials and Employment Practices Liability, Stop Gap (Employer’s Liability)
Self-Insured Retention All Coverages, Any One Occurrence or Wrongful Act	\$150,000 Self-Insured Retention	\$150,000 Self-Insured Retention

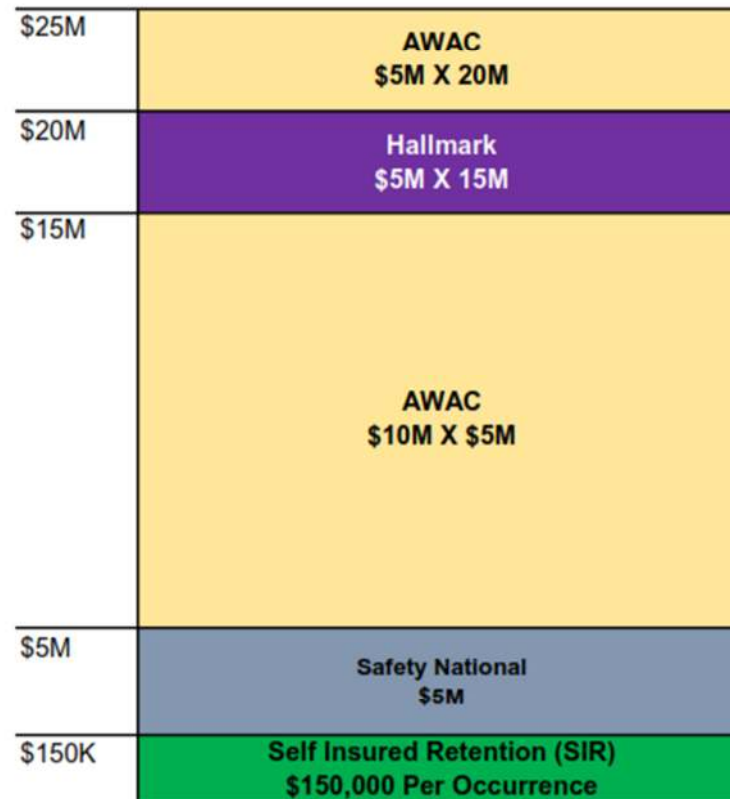
	EXPIRING COVERAGE 2022-2023	PROPOSED RENEWAL COVERAGE 2023-2024
Safety National Forms	Public Entity Excess Retained Limits Liability Insurance Policy Employee Benefits Liability Endorsement Privacy Statement Fraud Statement U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Advisory Notice Washington – Amendatory Endorsement Washington Disclosure Notice For “Large Commercial Account” Clash Coverage Waiver of Subrogation (blanket) Stop Gap – Employer’s Liability Coverage Broadened Named Insured Primary & Non-Contributory	Public Entity Excess Retained Limits Liability Insurance Policy Employee Benefits Liability Endorsement Privacy Statement Fraud Statement U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Advisory Notice Washington – Amendatory Endorsement Washington Disclosure Notice For “Large Commercial Account” Clash Coverage Waiver of Subrogation (blanket) Stop Gap – Employer’s Liability Coverage Broadened Named Insured Primary & Non-Contributory (blanket)
Key Endorsements/Exclusions		
Communicable Disease/Infectious Agents	Excluded at \$10M x \$5M AWAC Layer and upwards	Excluded at \$10M x \$5M AWAC Layer and upwards
Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	Excluded at \$5M x \$15M Hallmark Layer and upwards	Excluded at \$5M x \$15M Hallmark Layer and upwards

	EXPIRING COVERAGE 2022-2023	PROPOSED RENEWAL COVERAGE 2023-2024
Failure to Supply Public Utilities Post Sudden/Accidental Physical Injury	Not Excluded	Not Excluded
Subsidence	Not Excluded	Excluded
Dams	Not Excluded	Excluded
Loss of data, personal records, trade secrets, health information	Excluded	Excluded
Any criminal, fraudulent, dishonest act by insured	Excluded	Excluded
Claims or suits arising out of hospital, emergency room, convalescent home, nursing home or other healthcare facility	Excluded	Excluded
Incidental Medical Services	Not Excluded from GL only	Not Excluded from GL only
Punitive Damages	Excluded	Excluded
Total Pollution Exclusion except for Hostile Fire Exception	Not Excluded	Not Excluded
Mace, Tear Gas, Pepper Spray or Similar used in Law Enforcement Activities	Not Excluded from LEL only	Not Excluded from LEL only
Nuclear Energy Liability	Excluded	Excluded
Fungi/Bacteria/Silica/Asbestos/Lead	Excluded	Excluded
ERISA Coverage	Excluded	Excluded
Amended Definition of Bodily Injury to include Mental Anguish, Shock, etc.	Not Excluded	Not Excluded

	EXPIRING COVERAGE 2022-2023	PROPOSED RENEWAL COVERAGE 2023-2024
Unintentional Failure to Disclose Material Fact	Not Excluded	Not Excluded
Use of Watercraft – Use of onshore only; less than 26’ for non-owned; liability assumed under an insured contract	Not Excluded	Not Excluded
Injury to Volunteer Firefighters	Excluded	Excluded
Medical Expense Coverage	Excluded	Excluded
Loss Prevention / Risk Management Subsidy	\$10,000	\$10,000
Other Terms/Conditions:		
Modified SIR – Periodic Claim Reporting	Quarterly Reporting Requirement	Quarterly Reporting Requirement
Broadened Named Insured	✓	✓
Flat Annual Premium – Non-Audit	✓	✓
90 Day Notice of Cancellation; except 10 Days for Non-Payment	✓	✓
Unmanned Aircraft Exception to Aircraft Exclusion	Drones are not covered	Drones are not covered
Blanket Primary/Non-Contributory Endorsement when required by written contract	✓	✓
TOTAL COST	\$492,748* *Includes annualized cost to add new Jail facility	Projected Cost: \$566,660 - \$591,298

DRAFT - Valued 12/9/22

**City of Marysville
Draft Liability Placement
Effective 1/1/23
(Not to Scale)**



Total Projected Cost: \$566,660 - \$591,298

Expiring Cost for Reference = \$492,748*
*Includes annualized Jail Exposure Addition



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Crystil Wooldridge, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** Amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239 *

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign an execute an ordinance amending the 2023-2024 Biennial Budget and Providing for the Establishment of Pay Classifications and Grades or Ranges as Budgeted for in Ordinance No. 3239.

SUMMARY:

Establish 2023 compensation pay classifications and grades or ranges in accordance with MMC 2.50.030. Management and Non-Represented compensation grids reflect title and position changes on at this time. Pay changes for 2023 have not been determined for Management, Non-Represented, and Teamsters.

Title and position changes are summarized below:

Management Pay Grid

Utility Manager (M119) reclassified to Storm and Wastewater Utility Manager per 2023/2024 budget

Water Utility Manager (M119) added per 2023/2024 budget

Lead Prosecutor (M119) added per 2023/2024 budget

Non Represented Pay Grid

Victim/Witness Coordinator (N110) added per 2023/2024 budget

Emergency Preparedness Specialist (N112) added per 2023/2024 budget

Financial Specialist- Engineering (N112) reclassified to Engineering Coordinator (N112)

Teamsters Pay Grid

Police Records Tech (U30) reclassified to Police Records Tech (U35) per Settlement Agreement

ATTACHMENTS:

[2023-2024 Biennial Budget Amendment Ordinance draft.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE ESTABLISHMENT OF PAY CLASSIFICATIONS AND GRADES OR RANGES AS BUDGETED FOR IN ORDINANCE NO. 3239.

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

Section 1. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 2. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
DEPUTY CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2022

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480	Annual Hourly
		\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90	
M113	Assistant Court Administrator	\$ 82,960	\$ 85,442	\$ 88,033	\$ 90,645	\$ 93,386	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073	Annual Hourly
	Athletic Supervisor	\$ 39.88	\$ 41.08	\$ 42.32	\$ 43.57	\$ 44.90	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03	Hourly
	Community Center Supervisor										
	Cultural Arts Supervisor										
	Recreation Supervisor										
	Utility Billing Supervisor										
	Police Records Supervisor										
	Legal Services Project Manager										
M114	Human Resource Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736	Annual Hourly
	Senior Financial Analyst	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72	Hourly
M115	Administrative Services Supervisor	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550	Annual Hourly
	Training and Community Outreach Administrator	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48	Hourly
	Fleet and Facilities Supervisor										
	IT Services Supervisor										
M116	Parks Maintenance Supervisor	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926	Annual Hourly
	Prosecutor	\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51	Hourly
	Solid Waste Supervisor										
	Storm/Sewer Supervisor										
	Street Supervisor										
	Water Operations Supervisor										
	Water Resource Supervisor										
	Safety and Risk Manager										
	Emergency Preparedness Manager										
	GIS Manager										
	Principal Planner										
M117	Building Official	\$ 107,072	\$ 110,290	\$ 113,592	\$ 117,003	\$ 120,544	\$ 124,127	\$ 127,861	\$ 131,057	\$ 134,338	Annual Hourly
	Financial Operations Manager	\$ 51.48	\$ 53.02	\$ 54.61	\$ 56.25	\$ 57.96	\$ 59.68	\$ 61.48	\$ 63.01	\$ 64.59	Hourly
	Financial Planning Manager										
	Planning Manager										
	Senior Project Engineer										
	Traffic Engineer Manager										
	IT Operations Supervisor										
Human Resources Program Manager											
Communications Manager											
M118	Development Services Manager	\$ 112,448	\$ 115,794	\$ 119,270	\$ 122,853	\$ 126,567	\$ 130,344	\$ 134,251	\$ 137,619	\$ 141,052	Annual Hourly
	Senior Project Manager	\$ 54.06	\$ 55.67	\$ 57.34	\$ 59.07	\$ 60.85	\$ 62.67	\$ 64.55	\$ 66.17	\$ 67.81	Hourly
	Civic Campus Project Manager										
	Public Works Services Manager										
M119	Assistant Parks Director	\$ 118,061	\$ 121,601	\$ 125,250	\$ 129,006	\$ 132,869	\$ 136,864	\$ 140,965	\$ 144,484	\$ 148,110	Annual Hourly
	Utility Manager- Storm and Wastewater Utility Manager	\$ 56.76	\$ 58.47	\$ 60.22	\$ 62.03	\$ 63.88	\$ 65.80	\$ 67.77	\$ 69.46	\$ 71.21	Hourly
	Water Utility Manager										
	Transportation and Parks Maintenance Manager										
M120	Court Administrator										
	Lead Prosecutor										
M120	Assistant City Engineer	\$ 123,954	\$ 127,667	\$ 131,488	\$ 135,460	\$ 139,519	\$ 143,707	\$ 148,024	\$ 151,716	\$ 155,514	Annual Hourly
		\$ 59.59	\$ 61.37	\$ 63.22	\$ 65.13	\$ 67.08	\$ 69.08	\$ 71.17	\$ 72.94	\$ 74.77	Hourly
M121	No Position	\$ 130,171	\$ 134,079	\$ 138,072	\$ 142,217	\$ 146,491	\$ 150,895	\$ 155,429	\$ 159,292	\$ 163,264	Annual Hourly
		\$ 62.59	\$ 64.46	\$ 66.38	\$ 68.37	\$ 70.43	\$ 72.54	\$ 74.73	\$ 76.58	\$ 78.49	Hourly
M122	Economic Development & Real Property Manager	\$ 136,669	\$ 140,749	\$ 144,980	\$ 149,363	\$ 153,831	\$ 158,429	\$ 163,179	\$ 167,280	\$ 171,446	Annual Hourly
	Assistant Public Works Director/City Engineer	\$ 65.71	\$ 67.67	\$ 69.71	\$ 71.81	\$ 73.96	\$ 76.16	\$ 78.45	\$ 80.43	\$ 82.43	Hourly
	Deputy City Attorney										
M123	Assistant Police Chief	\$ 150,334	\$ 154,845	\$ 159,487	\$ 164,279	\$ 169,179	\$ 174,274	\$ 179,499	\$ 183,989	\$ 188,587	Annual Hourly
		\$ 72.28	\$ 74.45	\$ 76.67	\$ 78.98	\$ 81.33	\$ 83.78	\$ 86.30	\$ 88.45	\$ 90.67	Hourly
M124	Community Development Director	\$ 157,846								\$ 202,035	Annual Hourly
	Parks Director	\$ 75.89								\$ 97.13	Hourly
	IS Director										
M125	HR Director										
	Finance Director	\$ 165,747								\$ 212,139	Annual Hourly
		\$ 79.68								\$ 101.99	Hourly
M126	Police Chief	\$ 174,036								\$ 222,759	Annual Hourly
	City Attorney	\$ 83.67								\$ 107.10	Hourly
	Public Works Director										
M130	Chief Administrative Officer	\$ 188,090								\$ 240,755	Annual Hourly
		\$ 90.43								\$ 115.75	Hourly

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2022**

2.0% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant	\$ 67,115	\$ 69,122	\$ 71,195	\$ 73,332	\$ 75,534	\$ 77,801	\$ 80,132	\$ 82,140	\$ 84,191	Annual
	Planning Technician	\$ 32.26	\$ 33.23	\$ 34.23	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.53	\$ 39.49	\$ 40.47	Hourly
	Confidential Legal Assistant										
	Computer Technician										
	Community Support Specialist I Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 71,130	\$ 73,289	\$ 75,469	\$ 77,736	\$ 80,067	\$ 82,442	\$ 84,946	\$ 87,061	\$ 89,242	Annual
	Probation Officer	\$ 34.20	\$ 35.23	\$ 36.28	\$ 37.37	\$ 38.49	\$ 39.64	\$ 40.84	\$ 41.86	\$ 42.90	Hourly
	Communications/Marketing Specialist Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 76,116	\$ 78,405	\$ 80,736	\$ 83,154	\$ 85,680	\$ 88,227	\$ 90,882	\$ 93,171	\$ 95,480	Annual
	Confidential Admin. Associate	\$ 36.60	\$ 37.70	\$ 38.81	\$ 39.97	\$ 41.19	\$ 42.42	\$ 43.70	\$ 44.80	\$ 45.90	Hourly
	Development Services Technician Financial Specialist- Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Support Specialist II Emergency Preparedness Specialist										
	N113	Associate Planner	\$ 82,960	\$ 85,442	\$ 88,012	\$ 90,645	\$ 93,365	\$ 96,193	\$ 99,064	\$ 101,546	\$ 104,073
I.S. Analyst		\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.57	\$ 44.89	\$ 46.25	\$ 47.62	\$ 48.82	\$ 50.03	Hourly
Engineering Technician											
Financial Analyst											
GIS Analyst											
Human Resource Specialist											
Inspector II - Building											
Inspector II - Construction											
Executive Services Coordinator NPDES Coordinator											
N114	Crime & Intelligence Analyst	\$ 89,069	\$ 91,746	\$ 94,509	\$ 97,315	\$ 100,252	\$ 103,252	\$ 106,382	\$ 109,016	\$ 111,736	Annual
	Electronic Control Systems Administrator	\$ 42.82	\$ 44.10	\$ 45.44	\$ 46.79	\$ 48.20	\$ 49.64	\$ 51.14	\$ 52.41	\$ 53.72	Hourly
	Inspector III - Combo										
	Inspector III - Electrical Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 95,329	\$ 98,158	\$ 101,115	\$ 104,158	\$ 107,289	\$ 110,506	\$ 113,830	\$ 116,636	\$ 119,550	Annual
	Civil Plan Review	\$ 45.83	\$ 47.20	\$ 48.61	\$ 50.07	\$ 51.58	\$ 53.13	\$ 54.72	\$ 56.08	\$ 57.48	Hourly
	Project Engineer										
	Senior Planner Associate Traffic Engineer										
N116	IS System Administrator	\$ 102,000	\$ 105,044	\$ 108,195	\$ 111,434	\$ 114,780	\$ 118,233	\$ 121,774	\$ 124,817	\$ 127,926	Annual
		\$ 49.04	\$ 50.50	\$ 52.02	\$ 53.57	\$ 55.18	\$ 56.84	\$ 58.55	\$ 60.01	\$ 61.51	Hourly

Teamsters Pay Grid 2022

2% Increase

2022 Classification	2022 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Custodian	U20	\$44,598	\$45,936	\$47,314	\$48,733	\$50,195	\$51,701	\$53,252	\$54,833	\$55,948	Annual
		\$21.44	\$22.08	\$22.75	\$23.43	\$24.13	\$24.86	\$25.60	\$26.24	\$26.90	Hourly
Customer Service Representative	U25	\$53,517	\$55,123	\$56,776	\$58,480	\$60,234	\$62,041	\$63,902	\$65,500	\$67,138	Annual
Parks Maintenance Tech I		\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.49	\$32.28	Hourly
Streets Maintenance Tech I											
Custodian Lead											
Accounting Tech - AP	U30	\$56,728	\$58,430	\$60,183	\$61,989	\$63,848	\$65,764	\$67,737	\$69,430	\$71,166	Annual
Accounting Tech - Utility Billing		\$27.27	\$28.09	\$28.93	\$29.80	\$30.70	\$31.62	\$32.57	\$33.38	\$34.21	Hourly
CD Program Specialist											
Police Records Tech											
Purchasing/Inventory Specialist											
PW Administrative Assistant											
Storm/Sewer Tech I											
Utility Locator											
Judicial Process Specialist	U35	\$61,267	\$63,105	\$64,998	\$66,948	\$68,956	\$71,025	\$73,156	\$74,984	\$76,859	Annual
Meter Technician		\$29.46	\$30.34	\$31.25	\$32.19	\$33.15	\$34.15	\$35.17	\$36.05	\$36.95	Hourly
Parks Administrative Associate											
Police Records Tech											
Parks Maintenance Tech II											
Solid Waste Tech II											
Streets Maintenance Tech II											
Storm/Sewer Tech II											
Traffic Maintenance Worker II											
Traffic Control Systems Tech											
Small Equipment Mechanic	U40	\$64,943	\$66,891	\$68,898	\$70,965	\$73,093	\$75,286	\$77,545	\$79,483	\$81,471	Annual
Evidence Specialist		\$31.22	\$32.16	\$33.12	\$34.12	\$35.14	\$36.20	\$37.28	\$38.21	\$39.17	Hourly
Parks Administrative Specialist											
Planning Administrative Specialist											
PW Administrative Specialist											
Police Administrative Specialist											
Senior Accounting Tech											
Senior Permit Tech											
WWTP Maintenance Tech I											
Cross Connection Control Specialist	U45	\$68,190	\$70,235	\$72,342	\$74,513	\$76,748	\$79,051	\$81,422	\$83,458	\$85,544	Annual
Parks Maintenance Lead I		\$32.78	\$33.77	\$34.78	\$35.82	\$36.90	\$38.01	\$39.15	\$40.12	\$41.13	Hourly
Police Records Tech Lead											
Streets Maintenance Lead I											
Storm/Sewer Lead I											
Water Operations Tech II											
Construction Tech II											
Water Quality Specialist											
Facilities Maintenance Journeyman	U50	\$72,963	\$75,152	\$77,406	\$79,729	\$82,120	\$84,584	\$87,122	\$89,300	\$91,532	Annual
Industrial Waste/Pretreatment Technician		\$35.08	\$36.13	\$37.21	\$38.33	\$39.48	\$40.67	\$41.89	\$42.93	\$44.01	Hourly
Mechanic											
Streets Maintenance Tech Lead II											
Storm/Sewer Tech Lead II											
Solid Waste Lead II											
Parks Maintenance Lead II											
WWTP Operator											
Construction Lead I											
Water Operator											
WWTP Maintenance Tech II											
Mechanic Lead II	U55	\$78,070	\$80,413	\$82,825	\$85,310	\$87,869	\$90,505	\$93,220	\$95,551	\$97,939	Annual
Senior Traffic Control Systems Tech		\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51	\$44.82	\$45.94	\$47.09	Hourly
Construction Lead II											
Water Operations Lead II											
Water Quality Lead											
WWTP Maintenance Lead											
WWTP Operations Lead											
Utility Electrician											

MPMA - COMMANDER PAY GRID 2022

5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 143,886	\$ 148,196	\$ 152,644	\$ 157,232	\$ 161,959	\$ 165,990	\$ 170,137	Annual Hourly
	\$ 69.17	\$ 71.25	\$ 73.39	\$ 75.59	\$ 77.87	\$ 79.80	\$ 81.79	

MPOA - (OFFICERS & SERGEANTS)

January 1, 2022 Through December 31, 2022

4% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	6,622	6,874	7,121	7,509	7,941	8,257
Police Sergeant	9,336	9,743				
Entry Police	5,959					

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)

January 1, 2022 - December 31, 2022

3% increase

Monthly

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	5,067	5,274	5,490	5,715	5,950	6,194	6,434
Custody Sergeant	7,037	7,246					
Custody Corporal	6,760	6,922					
Custody Officer	5,194	5,416	5,605	5,802	6,030	6,283	6,469



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Transpo Group for Design of the 116th St. Pavement Preservation National Highway System (NHS) Project *

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the 116th St Pavement Preservation National Highway System project for the total amount of \$103,344.51.

SUMMARY:

The 116th St. Pavement Preservation National Highway System (NHS) project will include a full width grind and overlay, pavement repair, upgraded ADA curb ramps, signal detection replacement, and pavement markings from east of I-5 to State Avenue. The City received an NHS Asset Management Grant for \$895,000 in June of 2021 to fund the design and construction of the improvement. Construction is scheduled for 2023.

The City advertised a Request for Proposals in October of 2022, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from three (3) firms and selected Transpo Group as the most qualified for the project. The attached Professional Services Agreement (PSA) will provide the City with design and permitting services for this project. It is staff's opinion that the negotiated fee of \$103,344.51 is fair and consistent with industry standards.

ATTACHMENTS:

[Transpo Group PSA_116th St_R2108.pdf](#)

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

Agreement Number:

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

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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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 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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
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). 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.
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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
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.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Exhibit A – Scope of Work

Client Name:	City of Marysville		
Project Name:	116th Street Pavement Preservation NHS		
Exhibit Dated:	November 30, 2022	TG:	1.22344.00

Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the City of Marysville (CLIENT) for the preparation of the 116th Street Pavement Preservation NHS project (PROJECT). The work to be performed consists of engineering and preparing final plans, specifications, and estimates (PS&E) for improvements to 116th Street in Marysville, WA. The PROJECT extents are approximately 0.35 miles in length from just east of I-5 northbound ramps to and including the State Avenue intersection. The proposed improvements include:

- Full width grind and overlay (~2 inch)
- Pavement repair where necessary
- Upgrade curb ramps to meet ADA (including Accessible Pedestrian Signal improvements at signalized intersections triggered by ramp upgrades)
- Utility adjustment
- Signal detection replacement
- Pavement markings (match existing)

Key Assumptions

- Graphics and plans will be provided over aerial imagery.
- All deliverables will be provided electronically via PDF and in their original file format.
- All readily available base mapping data such as aerial photos, GIS data, and as-built drawings will be provided by the CLIENT.
- WSDOT Local Programs will only require the information outlined in LAG Manual Chapter 43.2 and LAG Manual Appendix 43.62 for design approval.
- All improvements (temporary and/or permanent) will occur within the existing right of way.
- Right of way plan development is not required.
- The CLIENT will provide a copy of their ADA/geometric analysis of existing curb ramps within the PROJECT limits.
- Only the following locations within the project limits will require curb ramp improvements:
 - State Avenue – NE corner
 - Winco Entrance – NE corner
 - 38th Drive – NW corner

Design Criteria

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. City of Marysville, "Engineering Design & Development Standards"
2. Washington State Department of Transportation (WSDOT), "Design Manual"
3. Federal Highway Administration (FHWA) and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways"
4. AASHTO 2018, "A Policy on Geometric Design of Highways and Streets."
5. City of Marysville Municipal Code
6. Stormwater Management Manual for Western Washington

TASK 1 Project Management / Meetings

Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the project. This task includes preparing monthly progress reports including the status of work elements.

Periodic monitoring of the project budget will occur over the course of the project. This task is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Subconsultant Coordination

Direction of the subconsultants and review of their work over the course of the project shall be provided by the CONSULTANT. This task includes reviewing the status of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of future work items.

The following subconsultants are anticipated to be used on this project:

- TranTech Engineering, LLC (TranTech) – civil/stormwater engineering
- Landau Associates, Inc. (Landau) – geotechnical engineering
- Land Development Consultants, Inc. (LDC) – surveying

Monthly Progress Reports and Invoices

Monthly progress reports and invoices shall be prepared by the CONSULTANT and shall include work performed during the billing period. These progress reports and invoices shall also include subconsultant work. Each month's progress report and invoice shall be submitted together to the CLIENT.

Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings during the length of the project. These meetings will be the forums for the CLIENT and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.

Task 1 Assumptions

- *The duration of the PROJECT will be 8 months.*
- *Coordination meetings will be held remotely using Microsoft Teams.*
- *Coordination meetings will have a duration of 1 hour each.*
- *The CONSULTANT will attend 8 coordination meetings.*
- *TranTech will attend 3 coordination meetings.*
- *Landau will attend 2 coordination meetings.*

Task 1 CONSULTANT Deliverables

- *Monthly progress reports and invoices.*
- *Coordination meetings (8 total).*

Task 1 CLIENT Responsibilities

- *Attend coordination meetings.*

TASK 2 Data Collection and Analysis

This task will provide the basis for confirming existing issues and constraints along the corridor. It will include gathering available corridor data.

SUBTASK 2.1 – Site Visit

A site visit will be attended with the CLIENT to walk the project corridor, review existing site conditions, discuss CLIENT concerns, and assess potential solutions.

Subtask 2.1 Assumptions

- *The site visit duration will be 2 hours.*
- *The site visit will occur on the same day as the site visit for the State Avenue Pavement Preservation NHS Project.*
- *The CONSULTANT, TranTech, and Landau will attend the site visit.*

Subtask 2.1 CONSULTANT Deliverables

- *Attend site visit.*

Subtask 2.1 CLIENT Responsibilities

- *Attend site visit.*
- *Open traffic signal controller cabinets, if needed.*

SUBTASK 2.2 – Topographic Survey

Topographic surveying base map will be prepared at intersection corners that require curb ramp upgrades. Survey extents on each corner are generally anticipated to be as follows:

- Right of Way/property boundary
- 5' from face-of-curb into the street
- 25' both sides of existing curb ramp(s)

The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way/property lines, structures, curb ramps, sidewalks, utilities, drainage structures/inlets, traffic signals, street signs, landscape areas and trees, and other pertinent features within the proposed mapping limits. Utility locate services will be notified to arrange to have the locations of existing utilities surface marked and these locations as marked will be incorporated into the base mapping. The CONSULTANT is not responsible for the accuracy or timeliness of the markings provided by others.

Subtask 2.2 Assumptions

- *Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83 and Vertical = NAVD 88.*
- *Underground utility locating service fees will be charged as a reimbursable expense to the CLIENT*
- *GIS parcel line information will be sufficient for the purpose of delineating lateral private ownership boundaries adjacent to the subject right-of-way*
- *It is assumed that right-of-entry documents are not needed to perform this subtask.*
- *Utility inverts within the active roadway will not be provided*
- *Scope limited to the following three areas:*
 - *State Avenue – NE corner*
 - *Winco Entrance – NE corner*
 - *38th Drive – NW corner*

Subtask 2.2 CONSULTANT Deliverables

- *Topographic survey map (PDF format).*
- *AutoCAD 2020 CAD file.*

Subtask 2.2 CLIENT Responsibilities

- Provide list of utility companies within the existing right-of-way.
- Provide as-builts for project limits.

SUBTASK 2.3 – Geotechnical Field Investigation and Analysis

CONSULTANT will provide the following geotechnical services:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the CLIENT prior to performing a geotechnical field investigation within the right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services for use during the geotechnical field investigation.
- Perform a visual evaluation of the roadway surface.
- Advance up to 2 exploratory boreholes along the project alignment in areas that exhibit pavement distress. Each borehole will be advanced to a depth of 5 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 4 moisture content determinations and 2 grain size analyses will be performed.
- Develop options for pavement repairs and overlays, including overlays of the existing pavement section, partial removal of the pavement section, and full pavement replacement.
- Prepare a geotechnical report that provides a general discussion of site conditions based on the CONSULTANT’S review, observations, and testing. The report will also summarize the results of the geotechnical field investigation, laboratory testing program, and analysis and provide pavement repair and restoration recommendations.

Subtask 2.3 Assumptions

- *The pavement section at the borehole locations will not need to be patched with hot-mix asphalt.*
- *Asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete pavement (i.e., no concrete coring will be required).*
- *The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required and no work hour restrictions when working with the City’s right-of-way).*
- *The geotechnical field investigation will be located in areas where a WSDOT General Permit is not needed.*
- *The exploratory borings will be advanced on the same day (or the next day) as the borings for the State Avenue Pavement Preservation NHS Project.*

Subtask 2.3 CONSULTANT Deliverables

- *Traffic control plan (PDF format)*
- *Right-of-way Permit application*
- *Draft geotechnical report (PDF format)*
- *Final geotechnical report (PDF format)*

Subtask 2.3 CLIENT Responsibilities

- *Provide AADT and truck percentage count(s) for PROJECT limits, if needed.*
- *Provide growth rate for pavement design, if needed.*

TASK 3 Environmental Documentation

The purpose of the environmental documentation task is to determine the environmental impacts associated with the PROJECT. Environmental documents will be developed in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA).

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Local Programs staff to request a meeting and confirm the proposed approach and submittal requirements.

To comply with NEPA, the CONSULTANT shall prepare responses for each question identified in the WSDOT Local Programs Categorical Exclusion Documentation (CED) Form. The CED shall be prepared in support of a Documented Categorical Exclusion (DCE). Supporting data and information will be utilized from existing aerial photographs, site photographs, Snohomish County GIS data, the City of Marysville Comprehensive Plan, and online databases.

Task 3 Assumptions

- *Hazardous materials technical report will not be required.*
- *Project improvements will not trigger the need for a cultural resources report.*
- *Critical areas report will not be required.*
- *Biological assessment report will not be required.*
- *Noise analysis/report will not be required.*
- *No Section 4(f) or 6(f) properties are located within the PROJECT area; therefore, Section 4(f)/6(f) documentation will not be required.*
- *Public open house(s) and/or meeting(s) are not required.*

Task 3 CONSULTANT Deliverables

- *One-kick off meeting with WSDOT Local Programs.*
- *Draft CED and attachments for WSDOT review.*
- *Final CED and attachments.*

Task 3 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

TASK 4 Preliminary Engineering

SUBTASK 4.1 – Utility Location and Coordination

The 30% design will be reviewed to identify potential utility conflicts, and if practical, the design will be modified to avoid utility conflicts. The CONSULTANT and the CLIENT shall work together to resolve remaining conflicts. The CLIENT, as the franchise controller of the utilities within the right-of-way, shall coordinate with utility owners/providers by:

- Asking for verification of the accuracy and location of their respective facilities.
- Discussing potential relocation of existing facilities.
- Asking whether they would prefer to have their facilities relocated prior to or coincident with the PROJECT.
- Providing copies of the plans to utility providers for their review.

The need for utility relocations (if any) will be identified. The CONSULTANT shall attend one (1) utility coordination meeting, if needed.

Subtask 4.1 Assumptions

- *If adjustments to existing utilities are needed, the adjustments are anticipated to consist of minor grade (vertical) adjustments only; horizontal adjustments to existing utilities are not anticipated.*



Subtask 4.1 CONSULTANT Deliverables

- *Identify utility conflicts.*
- *Attend one utility coordination meeting.*

Subtask 4.1 CLIENT Responsibilities

- *Coordinate with utility owners.*

SUBTASK 4.2 – Utility Potholing

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is assumed 1 location will be potholed. If additional potholes are required, this will be done as an extra service.

Subtask 4.2 Assumptions

- *Utility potholing services will be invoiced as a project expense.*
- *Potholing for each location will occur under the same mobilization.*
- *Repairs for potholing will be cold mix asphalt patch.*
- *The City of Marysville will not charge a fee for permitting for potholing.*

Subtask 4.2 CONSULTANT Deliverables

- *Potholing data (up to 1 location, if needed).*

Subtask 4.2 CLIENT Responsibilities

- *N/A.*

SUBTASK 4.3 – Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT shall develop the site prep, paving, channelization, traffic signal, and maintenance of traffic improvements. The design submittal is anticipated to include the following plan sheets:

- Cover sheet
- Site Prep
- Paving plans
- Channelization plans
- Traffic signal plans
- Maintenance of traffic

The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the 30% design. The Opinion of Probable Construction Cost will be presented in an Excel spreadsheet template corresponding to the sequence of items as will be listed in the Project Specification's final bid schedule. The PROJECT cost estimates will utilize recent bid tabs from City of Marysville and WSDOT projects.

Subtask 4.3 Assumptions

- *WSDOT Channelization Plan for Approval (PFA) and supporting documentation will not be required.*
- *Channelization design will match existing channelization.*
- *Existing medians and traffic islands can remain.*
- *All final improvements will be within existing right-of-way; right-of-way acquisition and/or temporary construction easements (TCE) will not be required.*
- *Traffic analysis is not required.*
- *MOT impacts to WSDOT right-of-way are anticipated to be temporary and include placement of signing/devices as needed to accommodate MOT within City of Marysville limits.*
- *Railroad diagnostic meeting will not be required.*

- Existing railroad tracks and concrete panels will not be impacted.
- Existing railroad improvements (signals, gates, flashers, electrical equipment, etc.) will not be impacted.
- All traffic signals within the project limits are City of Marysville owned/operated and improvements to the traffic signals do not require WSDOT design review and approval.
- Impacts to the existing traffic signal at I-5 ramps and 116th Street NE intersection are not anticipated.
- Existing traffic signals are currently equipped with video detection for stop bars; updates to video detection are not anticipated.
- Existing advance loop detectors, where impacted, will be replaced in-kind (i.e., same location).
- Accessible Pedestrian Signal (APS) improvements, which will consist of APS pushbuttons, countdown pedestrian signal heads, and poles (Type PPB posts or Type PS poles) will be limited to the corners where existing curb ramps are being replaced. APS equipment will be placed in accordance with PROWAG requirements.
- Temporary pavement marking plans and/or temporary barriers will not be required
- Temporary traffic signal modifications are not required. Temporary vehicle detection will not be required.
- A right of way use permit will be required from WSDOT Local Programs for placement of temporary traffic control devices and/or signs within WSDOT right of way. All permanent improvements are anticipated to be within City of Marysville limits.
- Traffic signals within the project limits can be placed into all-red flash operation while being controlled by a uniformed police officer, if needed.
- Detour plans for pedestrians for the temporary closure of crosswalks during construction are not anticipated to be required. A general note(s) and standard detail(s) to provide guidance to the contractor for maintaining pedestrian access across 116th Street where pedestrian crossings currently existing within the project limits.
- The 30-percent submittal will be used to support the environmental permitting process, assess anticipated closures during construction, and guide decisions on public outreach. Elements to be included are work zone layouts with anticipated detours and devices; elements to be excluded are signs and details.
- The Client and/or WSDOT will provide work hour and/or lane closure restrictions, if any.

Subtask 4.3 CONSULTANT Deliverables

- 30% plans
- 30% cost estimate

Subtask 4.3 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Provide recent bid tabs from City of Marysville projects.

TASK 5 Final Engineering

SUBTASK 5.1 – Stormwater Memo and SWPPP

The Consultant will provide a stormwater memo and a SWPPP as a plan sheet. The draft stormwater memo will be submitted with the 30% submittal and the final report shall be submitted prior to the 90% submittal. The SWPPP plan sheet will be included in the 90% submittal. To complete the stormwater memo the new hard surface area will be calculated and the flow chart from the SWMMWW will be completed and the memo will describe what minimum requirements must be met for the project and which are not required.

Subtask 5.1 Assumptions

- The project will not likely result in 2,000 square feet or more of new plus replaced hard surface area.

- *There will be a net zero new pollution generating impervious surface (PGIS).*
- *The minimal amount of new impervious necessary for ADA ramps to be ADA compliant will not trigger any stormwater requirements and the memo will be provided to document why no stormwater is required with this project.*

Subtask 5.1 CONSULTANT Deliverables

- *Draft Stormwater Memo and SWPPP.*
- *Final Stormwater Memo and SWPPP.*

Subtask 5.1 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 5.2 – 90% Submittal

The CONSULTANT's 90% submittal shall include plans, quantities, cost estimate, contract document, specifications, and special provisions. The CONSULTANT shall coordinate with WSDOT Local Programs to obtain the latest PS&E checklist for preparation of the specifications and special provisions. All 30% plan submittal comments received shall be incorporated into the submittal. The CLIENT shall review the submittal and return a consolidated set of comments to the CONSULTANT. The design submittal is anticipated to include the following plan sheets:

- Cover sheet
- Notes, legend, and abbreviations
- SWPPP
- Site preparation and TESC plans
- TESC notes
- Paving plans
- ADA curb ramp details
- Channelization plans
- Traffic signal plans
- Traffic signal wiring diagrams
- Traffic signal pole schedules
- Maintenance of traffic

Subtask 5.2 Assumptions

- *Same as Subtask 4.3 assumptions*

Subtask 5.2 CONSULTANT Deliverables

- *Responses to 30% comments.*
- *90% plans.*
- *90% cost estimate.*
- *90% contract document, specifications, and special provisions.*
- *Maximum Extent Feasible (MEF) documentation, if needed.*
- *Public Interest Finding (PIF) documentation, if needed for traffic signal equipment.*

Subtask 5.2 CLIENT Responsibilities

- *Provide current version of City of Marysville contract documents and special provisions.*
- *Review and provide comments on the deliverables.*

SUBTASK 5.3 – WSDOT Submittal

The WSDOT submittal shall be the complete PS&E package submittal for WSDOT Local Programs review and obtaining Disadvantaged Business Enterprise (DBE) goal. The 90% Design Plan submittal comments shall be incorporated into the WSDOT submittal.

Subtask 5.3 Assumptions

- *WSDOT review will primarily focus on the traffic control plan impacts to I-5 ramps, cost estimate, contract document, lump sum traffic control pay item supporting breakdown (if needed), and Division 1 specifications and special provisions.*

Subtask 5.3 CONSULTANT Deliverables

- *Plans, cost estimate, contract document, specifications, and special provisions.*
- *Supporting documentation as needed.*

Subtask 5.3 CLIENT Responsibilities

- *N/A.*

SUBTASK 5.4 – Bid Ready Submittal

The Bid Ready submittal shall be the complete PS&E package submittal ready for the CLIENT to advertise for bid. The WSDOT submittal comments shall be incorporated into the Bid Ready submittal.

Subtask 5.4 Assumptions

- *Bidding and/or construction phase services will be added by amendment at a later date, if needed.*

Subtask 5.4 CONSULTANT Deliverables

- *Plans, cost estimate, contract document, specifications, and special provisions.*
- *Supporting documentation as needed.*

Subtask 5.4 CLIENT Responsibilities

- *Advertise and bid PROJECT.*

TASK 6 Bidding and Construction Phase Support

SUBTASK 6.1 – Bidding Support

The CONSULTANT shall support the CLIENT during the bid period of the construction contract. The following tasks will be provided by the Consultant:

- *Assisting the CLIENT during the bid period to answer questions that arise concerning the PS&E documents.*
- *Assisting the CLIENT in preparing any addenda required during the bid period.*

Subtask 6.1 Assumptions

- *There will be no more than 5 questions to be responded to during bidding either through informational communication or addendum.*

Subtask 6.1 CONSULTANT Deliverables

- *Responding to questions during the bid period.*
- *Preparing addenda during the bid period.*

Subtask 6.1 CLIENT Responsibilities

- *Receiving questions from contractors/subcontractors and forwarding questions to the CONSULTANT.*
- *Providing CONSULTANT responses back to contractors/subcontractors.*

SUBTASK 6.2 – Construction Phase Support

If the CLIENT determines that Construction Phase Support services are needed, the associated scope and budget for these efforts will be developed and authorized by a future supplemental agreement.

Exhibit B
DBE Participation

Agreement Number:

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name 1.22343.00 116th St Pavement Preservation NHS

Pay rates are effective from April 2, 2022 through June 30, 2023, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Lead Traffic	Lead MOT	Lead Enviro	Traffic Engineer	MOT/Env Engineer	CAD/ Graphics	Project Admin
initials	CAC2	RP	JKHC	DWN	BAS	DGN	VM	OAS	CLF
job title	Eng L5	Prin L7	Eng L4	Eng L4	Eng L6	Eng L3	Eng L2	Anyl L1	PA L3
cost rate	\$67.79	\$84.86	\$60.10	\$52.88	\$74.52	\$50.00	\$42.31	\$35.82	\$40.63

Labor:

	Work Task								Hours	Cost
1	Task 01 - Project Management / Meetings								0	\$0
2	Project Management	6	0.5						6.5	\$449
3	Subconsultant Coordination	2		2					4	\$256
4	Monthly Progress Reports and Invoices	4						6	10	\$515
5	Coordination Meetings	6		3	3				12	\$746
6									0	\$0
7	Task 02 - Data Collection and Analysis								0	\$0
8	Site Visit	3		3					6	\$384
9	Topographic Survey								0	\$0
10	Geotechnical Field Investigation and Analysis								0	\$0
11									0	\$0
12	Task 03 - Environmental Documentation								0	\$0
13	Environmental Documentation	2				8	14	4	28	\$1,467
14									0	\$0
15	Task 04 - Preliminary Engineering								0	\$0
16	Utility Location and Coordination	2		3				3	2	\$538
17	Utility Potholing			1				1	2	\$96
18	Preliminary Design (30% Completion)	2	0.5	5	10		9	16	20	\$2,851
19									0	\$0
20	Task 05 - Final Engineering								0	\$0
21	Stormwater Memo and SWPPP								0	\$0
22	90% Submittal	4	0.5	7	10		11	12	18	\$2,966
23	WSDOT Submittal	1		2	2		4	4	8	\$950
24	Bid Ready Submittal	1	0.5	2	2		1.5	1.5	4	\$618
25									0	\$0
26	Task 06 - Bidding and Construction Phase Support								0	\$0
27	Bidding Support	1		1				3	3	\$362
28									0	\$0
29									0	\$0
30									0	\$0

Total Hours	34	2	29	27	8	28.5	50.5	60	6	245	
Labor Costs	\$2,305	\$170	\$1,743	\$1,428	\$596	\$1,425	\$2,137	\$2,149	\$244		\$12,196.04

Overhead	Rate	174.45%									\$21,275.98
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Fee (as a % of labor)	30.00%										\$3,658.81
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Federal Express / Courier	\$0
2 Phone	\$0
3 Potholing Services	\$1,750
4 Postage	\$0
5 Graphic supplies	\$0
6 Photography	\$0
7 Travel expenses (mileage)	\$150
8 Reproduction	\$0
9 Traffic counts	\$0
10 Traffic accident data	\$0
11 Spec. MPS model run	\$0
12 Transportation Concurrency Application	\$0

Total Reimbursable Expenses	\$1,900
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Subconsultants:

Firm	Subs Cost
1 TranTech	\$34,368.64
2 Landau	\$18,152.00
3 LDC	\$11,793.04
4	\$0.00
5	\$0.00

Total Subconsultants	\$64,313.68
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TOTAL ESTIMATE	\$103,344.51
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Exhibit E ***Sub-consultant Cost Computations***

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.

Agreement Number:

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

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

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

- a) Employ or retain, or agree to employ to retain, any firm or person; 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 _____ 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:

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

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

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

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:

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.

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Administrative Services Supervisor Shelli Edwards, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Transpo Group for Design of the State Ave Pavement Preservation National Highway System (NHS) Project *

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the Professional Services Agreement with Transpo Group for the design of the State Ave Pavement Preservation NHS project for the total amount of \$164,354.96.

SUMMARY:

The State Ave Pavement Preservation National Highway System (NHS) project will include a full width grind and overlay, pavement repair, upgraded ADA curb ramps, signal detection replacement, and pavement markings on State Avenue from 1st Street to Grove Street. The City received an NHS Asset Management Grant for \$2,000,000 in June of 2021 for the design and construction of the improvement. Construction is scheduled for 2023.

The City advertised a Request for Proposals in October of 2022, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from three (3) firms and selected Transpo Group as the most qualified for the project. The attached Professional Services Agreement (PSA) will provide the City with design and permitting services for this project. It is staff's opinion that the negotiated fee of \$164,354.96 is fair and consistent with industry standards.

ATTACHMENTS:

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

Agreement Number:

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

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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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 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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
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). 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.
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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
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.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Exhibit A – Scope of Work

Client Name:	City of Marysville	
Project Name:	State Avenue Corridor Pavement Preservation NHS	
Exhibit Dated:	November 30, 2022	TG: 1.22344.00

Scope of Services

Transpo Group (CONSULTANT) will provide engineering services to the City of Marysville (CLIENT) for the preparation of the State Avenue Corridor Pavement Preservation NHS project (PROJECT). The work to be performed consists of engineering and preparing final plans, specifications, and estimates (PS&E) for improvements to State Avenue in Marysville, WA. The PROJECT extents are approximately 0.80 miles in length from just north of 1st Street to and including the 72nd Street NE (Grove Street) intersection. The proposed improvements include:

- Full width grind and overlay (~2 inch)
- Pavement repair where necessary
- Upgrade curb ramps to meet ADA (including Accessible Pedestrian Signal improvements at signalized intersections triggered by ramp upgrades)
- Utility adjustment
- Signal detection replacement
- Pavement markings (match existing)

Key Assumptions

- Graphics and plans will be provided over aerial imagery.
- All deliverables will be provided electronically via PDF and in their original file format.
- All readily available base mapping data such as aerial photos, GIS data, and as-built drawings will be provided by the CLIENT.
- WSDOT Local Programs will only require the information outlined in LAG Manual Chapter 43.2 and LAG Manual Appendix 43.62 for design approval.
- All improvements (temporary and/or permanent) will occur within the existing right of way.
- Right of way plan development is not required.
- State Avenue between 1st Street and 4th Street is a state route (SR 528).
- The CLIENT will provide a copy of their ADA/geometric analysis of existing curb ramps within the PROJECT limits.
- Only the following locations within the project limits will require curb ramp improvements:
 - 2nd Street – NW corner
 - 4th Street – SE corner
 - 5th Street – NW corner
 - 6th Street – SW corner
 - 7th Street – NW, NE, and SW corners
 - 9th Street – NW corner

Design Criteria

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. City of Marysville, “Engineering Design & Development Standards”
2. Washington State Department of Transportation (WSDOT), “Design Manual”
3. Federal Highway Administration (FHWA) and WSDOT, “Manual on Uniform Traffic Control Devices for Streets and Highways”
4. AASHTO 2018, “A Policy on Geometric Design of Highways and Streets.”

5. City of Marysville Municipal Code
6. Stormwater Management Manual for Western Washington

TASK 1 Project Management / Meetings

Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the project. This task includes preparing monthly progress reports including the status of work elements.

Periodic monitoring of the project budget will occur over the course of the project. This task is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Subconsultant Coordination

Direction of the subconsultants and review of their work over the course of the project shall be provided by the CONSULTANT. This task includes reviewing the status of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of future work items.

The following subconsultants are anticipated to be used on this project:

- TranTech Engineering, LLC (TranTech) – civil/stormwater engineering
- Landau Associates, Inc. (Landau) – geotechnical engineering
- Land Development Consultants, Inc. (LDC) – surveying

Monthly Progress Reports and Invoices

Monthly progress reports and invoices shall be prepared by the CONSULTANT and shall include work performed during the billing period. These progress reports and invoices shall also include subconsultant work. Each month's progress report and invoice shall be submitted together to the CLIENT.

Coordination Meetings

The CONSULTANT shall prepare for and attend coordination meetings during the length of the project. These meetings will be the forums for the CLIENT and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss PROJECT issues, approve submittals, and develop potential solutions.

Task 1 Assumptions

- *The duration of the PROJECT will be 8 months.*
- *Coordination meetings will be held remotely using Microsoft Teams.*
- *Coordination meetings will have a duration of 1 hour each.*
- *The CONSULTANT will attend 8 coordination meetings.*
- *TranTech will attend 4 coordination meetings.*
- *Landau will attend 2 coordination meetings.*

Task 1 CONSULTANT Deliverables

- *Monthly progress reports and invoices.*
- *Coordination meetings (8 total).*

Task 1 CLIENT Responsibilities



- *Attend coordination meetings.*

TASK 2 Data Collection and Analysis

This task will provide the basis for confirming existing issues and constraints along the corridor. It will include gathering available corridor data.

SUBTASK 2.1 – Site Visit

A site visit will be attended with the CLIENT to walk the project corridor, review existing site conditions, discuss CLIENT concerns, and assess potential solutions.

Subtask 2.1 Assumptions

- *The site visit duration will be 4 hours.*
- *The site visit will occur on the same day as the site visit for the 116th Street Pavement Preservation NHS Project.*
- *The CONSULTANT, TranTech, and Landau will attend the site visit.*

Subtask 2.1 CONSULTANT Deliverables

- *Attend site visit.*

Subtask 2.1 CLIENT Responsibilities

- *Attend site visit.*
- *Open traffic signal controller cabinets, if needed.*

SUBTASK 2.2 – Topographic Survey

Topographic surveying base map will be prepared at intersection corners that require curb ramp upgrades. Survey extents on each corner are generally anticipated to be as follows:

- Right of Way/property boundary
- 5' from face-of-curb into the street
- 25' both sides of existing curb ramp(s)

The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way/property lines, structures, curb ramps, sidewalks, utilities, drainage structures/inlets, traffic signals, street signs, landscape areas and trees, and other pertinent features within the proposed mapping limits. Utility locate services will be notified to arrange to have the locations of existing utilities surface marked and these locations as marked will be incorporated into the base mapping. The CONSULTANT is not responsible for the accuracy or timeliness of the markings provided by others.

Subtask 2.2 Assumptions

- *Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83 and Vertical = NAVD 88.*
- *Underground utility locating service fees will be charged as a reimbursable expense to the CLIENT GIS parcel line information will be sufficient for the purpose of delineating lateral private ownership boundaries adjacent to the subject right-of-way*
- *It is assumed that right-of-entry documents are not needed to perform this subtask.*
- *Utility inverts within the active roadway will not be provided*
- *Scope limited to the following areas:*
 - *2nd Street – NW corner*
 - *4th Street – SE corner*
 - *5th Street – NW corner*
 - *6th Street – SW corner*
 - *7th Street – NW, NE, and SW corners*
 - *9th Street – NW corner*

Subtask 2.2 CONSULTANT Deliverables

- *Topographic survey map (PDF format)*
- *AutoCAD 2020 CAD file*

Subtask 2.2 CLIENT Responsibilities

- *Provide list of utility companies within the existing right-of-way.*
- *Provide as-builts for project limits.*

SUBTASK 2.3 – Geotechnical Field Investigation and Analysis

CONSULTANT will provide the following geotechnical services:

- Review readily available published literature and in-house files regarding soil and groundwater conditions in the project vicinity.
- Develop a traffic control plan for a geotechnical field investigation along the project alignment.
- Obtain a right-of-way permit from the CLIENT and a General Permit from WSDOT prior to performing a geotechnical field investigation within the right-of-way.
- Arrange for underground utility location (“Call before you dig”) prior to performing field activities.
- Coordinate traffic control services for use during the geotechnical field investigation.
- Perform a visual evaluation of the roadway surface.
- Advance up to 6 exploratory boreholes along the project alignment in areas that exhibit pavement distress. Each borehole will be advanced to a depth of 5 ft. Soil samples will be collected at regular intervals and the pavement section thickness at each exploration location will be noted.
- Perform geotechnical laboratory tests on select soil samples. For cost estimating purposes, it is assumed that up to 12 moisture content determinations and 6 grain size analyses will be performed.
- Develop options for pavement repairs and overlays, including overlays of the existing pavement section, partial removal of the pavement section, and full pavement replacement.
- Prepare a geotechnical report that provides a general discussion of site conditions based on the CONSULTANT’S review, observations, and testing. The report will also summarize the results of the geotechnical field investigation, laboratory testing program, and analysis and provide pavement repair and restoration recommendations.

Subtask 2.3 Assumptions

- *The pavement section at the borehole locations will not need to be patched with hot-mix asphalt.*
- *Asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete pavement (i.e., no concrete coring will be required).*
- *The field exploration program will be completed during daylight hours on normal business days (i.e., no weekend and/or night drilling will be required and no work hour restrictions when working with the City’s right-of-way).*
- *A WSDOT General Permit will be required to perform the geotechnical field investigation.*
- *The exploratory borings will be advanced on the same day (or the next day) as the borings for the 116th Street Pavement Preservation NHS Project.*

Subtask 2.3 CONSULTANT Deliverables

- *Traffic control plan (PDF format)*
- *Right-of-way Permit application*
- *WSDOT General Permit application*
- *Draft geotechnical report (PDF format)*
- *Final geotechnical report (PDF format)*

Subtask 2.3 CLIENT Responsibilities



- Provide AADT and truck percentage count(s) for PROJECT limits, if needed.
- Provide growth rate for pavement design, if needed.

TASK 3 Environmental Documentation

The purpose of the environmental documentation task is to determine the environmental impacts associated with the PROJECT. Environmental documents will be developed in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA).

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Local Programs staff to request a meeting and confirm the proposed approach and submittal requirements.

To comply with NEPA, the CONSULTANT shall prepare responses for each question identified in the WSDOT Local Programs Categorical Exclusion Documentation (CED) Form. The CED shall be prepared in support of a Documented Categorical Exclusion (DCE). Supporting data and information will be utilized from existing aerial photographs, site photographs, Snohomish County GIS data, the City of Marysville Comprehensive Plan, and online databases.

Task 3 Assumptions

- Hazardous materials technical report will not be required.
- Project improvements will not trigger the need for a cultural resources report.
- Critical areas report will not be required.
- Biological assessment report will not be required.
- Noise analysis/report will not be required.
- No Section 4(f) or 6(f) properties are located within the PROJECT area; therefore, Section 4(f)/6(f) documentation will not be required.
- Public open house(s) and/or meeting(s) are not required.

Task 3 CONSULTANT Deliverables

- One-kick off meeting with WSDOT Local Programs.
- Draft CED and attachments for WSDOT review.
- Final CED and attachments.

Task 3 CLIENT Responsibilities

- Review and provide comments on the deliverables.

TASK 4 Preliminary Engineering

SUBTASK 4.1 – Utility Location and Coordination

The 30% design will be reviewed to identify potential utility conflicts, and if practical, the design will be modified to avoid utility conflicts. The CONSULTANT and the CLIENT shall work together to resolve remaining conflicts. The CLIENT, as the franchise controller of the utilities within the right-of-way, shall coordinate with utility owners/providers by:

- Asking for verification of the accuracy and location of their respective facilities.
- Discussing potential relocation of existing facilities.
- Asking whether they would prefer to have their facilities relocated prior to or coincident with the PROJECT.
- Providing copies of the plans to utility providers for their review.

The need for utility relocations (if any) will be identified. The CONSULTANT shall attend one (1) utility coordination meeting, if needed.

Subtask 4.1 Assumptions



- *If adjustments to existing utilities are needed, the adjustments are anticipated to consist of minor grade (vertical) adjustments only; horizontal adjustments to existing utilities are not anticipated.*

Subtask 4.1 CONSULTANT Deliverables

- *Identify utility conflicts.*
- *Attend one utility coordination meeting.*

Subtask 4.1 CLIENT Responsibilities

- *Coordinate with utility owners.*

SUBTASK 4.2 – Utility Potholing

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is assumed 2 locations will be potholed. If additional potholes are required, this will be done as an extra service.

Subtask 4.2 Assumptions

- *Utility potholing services will be invoiced as a project expense.*
- *Potholing for each location will occur under the same mobilization.*
- *Repairs for potholing will be cold mix asphalt patch.*
- *The City of Marysville will not charge a fee for permitting for potholing.*

Subtask 4.2 CONSULTANT Deliverables

- *Potholing data (up to 2 locations, if needed).*

Subtask 4.2 CLIENT Responsibilities

- *N/A.*

SUBTASK 4.3 – Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT shall develop the site prep, paving, channelization, traffic signal, and maintenance of traffic improvements. The design submittal is anticipated to include the following plan sheets:

- Cover sheet
- Site Prep
- Paving plans
- Channelization plans
- Traffic signal plans
- Maintenance of traffic

The CONSULTANT will prepare an Opinion of Probable Construction Cost based on the 30% design. The Opinion of Probable Construction Cost will be presented in an Excel spreadsheet template corresponding to the sequence of items as will be listed in the Project Specification's final bid schedule. The PROJECT cost estimates will utilize recent bid tabs from City of Marysville and WSDOT projects.

Subtask 4.3 Assumptions

- *WSDOT Channelization Plan for Approval (PFA) and supporting documentation will not be required.*
- *Channelization design will match existing channelization.*
- *All final improvements will be within existing right-of-way; right-of-way acquisition and/or temporary construction easements (TCE) will not be required.*
- *Traffic analysis is not required.*

- All traffic signals within the project limits are City of Marysville owned/operated and improvements to the traffic signals do not require WSDOT design review and approval.
- Existing stop bar loop detectors, where impacted, will be replaced with video detection.
- Existing advance loop detectors, where impacted, will be replaced in-kind (i.e., same location).
- Accessible Pedestrian Signal (APS) improvements, which will consist of APS pushbuttons, countdown pedestrian signal heads, and poles (Type PPB posts or Type PS poles) will be limited to the corners where existing curb ramps are being replaced. APS equipment will be placed in accordance with PROWAG requirements.
- Temporary pavement marking plans and/or temporary barriers will not be required
- Temporary traffic signal modifications are not required. Temporary vehicle detection will not be required.
- A right of way use permit will be required from WSDOT Local Programs for placement of temporary traffic control devices and/or signs within WSDOT right of way. All permanent improvements are anticipated to be within City of Marysville limits.
- Traffic signals within the project limits can be placed into all-red flash operation while being controlled by a uniformed police officer, if needed.
- Detour plans for pedestrians for the temporary closure of crosswalks during construction are not anticipated to be required. A general note(s) and standard detail(s) to provide guidance to the contractor for maintaining pedestrian access across State Avenue where pedestrian crossings currently existing within the project limits.
- The 30-percent submittal will be used to support the environmental permitting process, assess anticipated closures during construction, and guide decisions on public outreach. Elements to be included are work zone layouts with anticipated detours and devices; elements to be excluded are signs and details.
- The Client and/or WSDOT will provide work hour and/or lane closure restrictions, if any.

Subtask 4.3 CONSULTANT Deliverables

- 30% plans
- 30% cost estimate

Subtask 4.3 CLIENT Responsibilities

- Review and provide comments on the deliverables.
- Provide recent bid tabs from City of Marysville projects.

TASK 5 Final Engineering

SUBTASK 5.1 – Stormwater Memo and SWPPP

The Consultant will provide a stormwater memo and a SWPPP as a plan sheet. The draft stormwater memo will be submitted with the 30% submittal and the final report shall be submitted prior to the 90% submittal. The SWPPP plan sheet will be included in the 90% submittal. To complete the stormwater memo the new hard surface area will be calculated and the flow chart from the SWMMWW will be completed and the memo will describe what minimum requirements must be met for the project and which are not required.

Subtask 5.1 Assumptions

- The project may result in 2,000 square feet or more of new plus replaced hard surface area.
- The SWPPP will be included as a plan sheet for the project.
- A stormwater report will not be needed for this maintenance project.

Subtask 5.1 CONSULTANT Deliverables

- Draft Stormwater Memo and SWPPP.

- *Final Stormwater Memo and SWPPP.*

Subtask 5.1 CLIENT Responsibilities

- *Review and provide comments on the deliverables.*

SUBTASK 5.2 – 90% Submittal

The CONSULTANT's 90% submittal shall include plans, quantities, cost estimate, contract document, specifications, and special provisions. The CONSULTANT shall coordinate with WSDOT Local Programs to obtain the latest PS&E checklist for preparation of the specifications and special provisions. All 30% plan submittal comments received shall be incorporated into the submittal. The CLIENT shall review the submittal and return a consolidated set of comments to the CONSULTANT. The design submittal is anticipated to include the following plan sheets:

- Cover sheet
- Notes, legend, and abbreviations
- SWPPP
- Site preparation and TESC plans
- TESC notes
- Paving plans
- ADA curb ramp details
- Channelization plans
- Traffic signal plans
- Traffic signal wiring diagrams
- Traffic signal pole schedules
- Maintenance of traffic

Subtask 5.2 Assumptions

- *Same as Subtask 4.3 assumptions.*
- *Paving and curb ramp improvements on State Avenue between 1st Street and 4th Street will require WSDOT Development Services design review and approval. It is assumed that WSDOT will require plans, geotechnical report, and MEF documentation, if applicable, for review and approval of these improvements. It is assumed that the 90% submittal will also be used for the WSDOT submittal.*

Subtask 5.2 CONSULTANT Deliverables

- *Responses to 30% comments.*
- *90% plans.*
- *90% cost estimate.*
- *90% contract document, specifications, and special provisions.*
- *Maximum Extent Feasible (MEF) documentation, if needed.*
- *Public Interest Finding (PIF) documentation, if needed for traffic signal equipment.*

Subtask 5.2 CLIENT Responsibilities

- *Provide current version of City of Marysville contract documents and special provisions.*
- *Review and provide comments on the deliverables.*

SUBTASK 5.3 – WSDOT Submittal

The WSDOT submittal shall be the complete PS&E package submittal for WSDOT Local Programs review and obtaining Disadvantaged Business Enterprise (DBE) goal, and final submittal for WSDOT Development Services review to address previous comments provided. The 90% Design Plan submittal comments shall be incorporated into the WSDOT submittal.

Subtask 5.3 Assumptions

- WSDOT review will primarily focus on the cost estimate, contract document, lump sum traffic control pay item supporting breakdown (if needed), and Division 1 specifications and special provisions.

Subtask 5.3 CONSULTANT Deliverables

- Plans, cost estimate, contract document, specifications, and special provisions.
- Supporting documentation as needed.

Subtask 5.3 CLIENT Responsibilities

- N/A

SUBTASK 5.4 – Bid Ready Submittal

The Bid Ready submittal shall be the complete PS&E package submittal ready for the CLIENT to advertise for bid. The WSDOT submittal comments shall be incorporated into the Bid Ready submittal.

Subtask 5.4 Assumptions

- Bidding and/or construction phase services will be added by amendment at a later date, if needed.

Subtask 5.4 CONSULTANT Deliverables

- Plans, cost estimate, contract document, specifications, and special provisions.
- Supporting documentation as needed.

Subtask 5.4 CLIENT Responsibilities

- Advertise and bid PROJECT.

TASK 6 Bidding and Construction Phase Support

SUBTASK 6.1 – Bidding Support

The CONSULTANT shall support the CLIENT during the bid period of the construction contract. The following tasks will be provided by the Consultant:

- Assisting the CLIENT during the bid period to answer questions that arise concerning the PS&E documents.
- Assisting the CLIENT in preparing any addenda required during the bid period.

Subtask 6.1 Assumptions

- There will be no more than 10 questions to be responded to during bidding either through informational communication or addendum

Subtask 6.1 CONSULTANT Deliverables

- Responding to questions during the bid period.
- Preparing addenda during the bid period.

Subtask 6.1 CLIENT Responsibilities

- Receiving questions from contractors/subcontractors and forwarding questions to the CONSULTANT.
- Providing CONSULTANT responses back to contractors/subcontractors.

SUBTASK 6.2 – Construction Phase Support

If the CLIENT determines that Construction Phase Support services are needed, the associated scope and budget for these efforts will be developed and authorized by a future supplemental agreement.

Exhibit B
DBE Participation

Agreement Number:

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name 1.22344.00 State Ave Pavement Preservation NHS
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Pay rates are effective from April 2, 2022 through June 30, 2023, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Lead Traffic	Lead MOT	Lead Enviro	Traffic Engineer	MOT/Env Engineer	CAD/ Graphics	Project Admin
initials	CAC2	RP	JKHC	DWN	BAS	DGN	VM	NH2	CLF
job title	Eng L5	Prin L7	Eng L4	Eng L4	Eng L6	Eng L3	Eng L2	Anyl L1	PA L3
cost rate	\$67.79	\$84.86	\$60.10	\$52.88	\$74.52	\$50.00	\$42.31	\$37.50	\$40.63

Labor:

	Work Task									Hours	Cost
1	Task 01 - Project Management / Meetings									0	\$0
2	Project Management	8	1							9	\$627
3	Subconsultant Coordination	4		4						8	\$512
4	Monthly Progress Reports and Invoices	4							6	10	\$515
5	Coordination Meetings	6		3	3					12	\$746
6										0	\$0
7	Task 02 - Data Collection and Analysis									0	\$0
8	Site Visit	5		5						10	\$639
9	Topographic Survey									0	\$0
10	Geotechnical Field Investigation and Analysis									0	\$0
11										0	\$0
12	Task 03 - Environmental Documentation									0	\$0
13	Environmental Documentation	2				8	14	6		30	\$1,549
14										0	\$0
15	Task 04 - Preliminary Engineering									0	\$0
16	Utility Location and Coordination	2		3			4	3		12	\$628
17	Utility Potholing			1				1		2	\$98
18	Preliminary Design (30% Completion)	4	1	7	12		19	12	36	91	\$4,219
19										0	\$0
20										0	\$0
21	Task 05 - Final Engineering									0	\$0
22	Stormwater Memo and SWPPP									0	\$0
23	90% Submittal	8	0.5	12	14		28	26	32	120.5	\$5,746
24	WSDOT Submittal	2		4	3		8	6	12	35	\$1,638
25	Bid Ready Submittal	2	0.5	2	2		3	3	6	18.5	\$906
26										0	\$0
27	Task 06 - Bidding and Construction Phase Support									0	\$0
28	Bidding Support	2		2			5		5	14	\$693
29										0	\$0
30										0	\$0
31										0	\$0
	Total Hours	49	3	43	34	8	67	61	101	6	372
	Labor Costs	\$3,322	\$255	\$2,584	\$1,798	\$596	\$3,350	\$2,581	\$3,788	\$244	\$18,516.86

Overhead	Rate	174.45%	\$32,302.66
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Fee (as a % of labor)	30.00%	\$5,555.06
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Miscellaneous Expenses:		Reimbursable Cost
1	Federal Express / Courier	\$0
2	Phone	\$0
3	Potholing Services	\$3,500
4	Postage	\$0
5	Graphic supplies	\$0
6	Photography	\$0
7	Travel expenses (mileage)	\$150
8	Reproduction	\$0
9	Traffic counts	\$0
10	Traffic accident data	\$0
11	Spec. MPS model run	\$0
12	Transportation Concurrency Application	\$0
Total Reimbursable Expenses		\$3,650

Subconsultants:		Subs Cost
1	TranTech	\$57,913.74
2	Landau	\$26,424.00
3	LDC	\$19,992.63
4		\$0.00
5		\$0.00
Total Subconsultants		\$104,330.38

TOTAL ESTIMATE	\$164,354.96
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Exhibit E ***Sub-consultant Cost Computations***

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.

Agreement Number:

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

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

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

- a) Employ or retain, or agree to employ to retain, any firm or person; 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 _____ 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:

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

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

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

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:

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.

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: December 12, 2022

SUBMITTED BY: Public Works Director Jeff Laycock, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: State Avenue Phase 1 Corridor Improvement Project (100th Street NE to 104th Street NE) – Supplemental Agreement to the Public Works Contract Between the City of Marysville and Strider Construction Co. Inc. *

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to execute the Supplemental Agreement to the Public Works Contract Between the City of Marysville and Strider Construction Co., Inc. for the State Avenue Phase I Corridor Improvement Project.

SUMMARY:

After successful construction of a new bridge over Quilceda Creek, fish passage and streamside habitat improvements, and expansion of the State Avenue roadway to five lanes, the State Avenue “Phase I” Corridor Improvement Project was deemed *substantially complete* by the City on August 1, 2022. Given the recent completion of final punch-list items, the project will soon be brought forward to Council for formal project acceptance.

At the time of Award on December 9, 2019, Council authorized a \$11,768,403.08 contract with Strider Construction, in conjunction with a \$500,000.00 Management Reserve to cover unforeseen work that might arise during the life of the project. Thus, the total allocation for the project equated to \$12,268,403.08. To date, the City executed seven (7) change orders on the project, totaling \$272,458.38, or approximately 2.3% of the construction contract value. This compares favorably to the industry standard (5% or greater) for projects of similar technical complexity.

Over the 2 ½ years that construction was under way, it became apparent that conditions on the project had given rise to unexpected, arguably *unsustainable* overruns on quantities for certain bid items on the project. Notable examples include contractor flagging and uniformed police officer traffic control; delays, inefficiencies, and direct costs attributable to COVID-19 pandemic; and increased quantities for roadway excavation, rock and paving attributable towards errors in bid quantities. The City’s public works contract anticipates such variations in “actual” quantities versus estimated, and they are certainly not unusual. In this case however, the combined effect of quantity overruns and approved change order work have brought about the need for additional funds, in order to cover these costs.

Now that the project is complete, the total construction cost was \$12,483,360.59, which is \$214,957.51 over management reserve. A contract supplement is required to amend the total contract amount. To offset these costs to the City, staff engaged with the Transportation Improvement Board (TIB) to seek additional funds. TIB has agreed to an additional allocation of \$350,000 (total \$5.35M in construction funds) towards the project.

ATTACHMENTS:

Strider Supplemental 12.9.2022.pdf
Exhibit A.pdf

**SUPPLEMENTAL AGREEMENT TO
PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND STRIDER CONSTRUCTION CO., INC.**

THIS SUPPLEMENTAL AGREEMENT (“Supplemental Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Strider Construction Co., Inc., a corporation organized under the laws of the state of Washington, located and doing business at 4721 Northwest Drive, Bellingham WA 98226 (“Contractor”).

WHEREAS, the parties hereto have previously entered into an agreement for the construction of the State Avenue Corridor Improvements, 100th St NE to 104th St NE (Project No. R1601) (the “Original Agreement”); and

WHEREAS, the Original Agreement contemplated a total cost for the Project of \$11,768,403.08; and

WHEREAS, change orders and cost overruns resulted in additional costs for the Project; and

WHEREAS, the parties desire to amend the Original Agreement to reflect the total cost of the Project.

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

1. Section 3 of the Original Agreement, “COMPENSATION AND METHOD OF PAYMENT”, is amended to reflect the total amount of compensation for the Project. The first sentence of this Section shall therefore read as follows: “The lump sum/total itemized amount of the Contract is Twelve Million Four Hundred Eighty Three Thousand Three Hundred Sixty and Fifty-Nine/100 Dollars (\$12,483,360.59) including Washington State Sales Tax.”

The total compensation payable to the Contractor is summarized as follows:

Original Agreement	\$11,768,403.08
Change Orders and Cost Overruns	\$714,957.51
Grand Total	\$12,483,360.59

2. Each and every provision of the Original Agreement shall remain in full force and effect, except as modified herein.

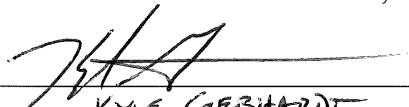
DATED this _____ day of _____, 2022.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 8TH day of DECEMBER, 2022.

STRIDER CONSTRUCTION CO., INC.

By 
KYLE GEBHARDT
Its: PRESIDENT

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

20SA - DRAFT Reconciliation Discussion

FOR SETTLEMENT PURPOSES ONLY

Unresolved Items / Items of Dispute

Utility Conflicts

OHE Lines - Strider and Clark anticipated a site clear of conflict, obstruction
 4 piles in conflict with OHE
 OHE were to have been relocated by others to be clear of work
 Strider provided timely notice
 Strider and Clark had to change methods to protect utility
 Drove shorter sections, reconfigure crane, more welding
 Girder setting - slide
 Added time
 Incurred Cost

Utility Conflicts - 3 additional pile in direct conflict with sewer and gas

COP 11	OHE Conflict Costs 2020	\$ 494,222.00	37 days	Negotiated Settlement
	Change to Pile Driving Means and Methods	\$ 272,968.00		\$ 43,232.00
	PDA Testing of Piles	\$ 8,681.00		\$ 8,681.00
	Weld Inspection (Extra)	\$ 25,039.00		\$ 25,039.00
	Monitoring Road / Strider Survey	\$ 11,608.00		\$ 11,608.00
	Premium Time Component for Traffic Control / Weekend Work	\$ 10,061.00		\$ 10,061.00
	Girder Setting - Slide	\$ 43,810.00		\$ 43,810.00
	Strider Super / PM Weekend Time Only	\$ 44,100.00		\$ - put below
	Strider - Extended Time Onsite (37 days)	\$ 77,946.00		\$ - put below
				<u>\$ 142,431.00</u>

COP 12	OHE Conflict Costs 2021	\$ 276,687.00	19 days	
	Change to Pile Driving Means and Methods	\$ 196,934.00		\$ 18,900.00
	PDA Testing of Piles	\$ 7,763.00		\$ 7,763.00
	Weld Inspection (Extra)	\$ 22,476.00		\$ 22,476.00
	Ripple Effect - Bridge Deck Curing, Cold Weather	\$ 5,626.00		\$ 2,926.00
	Sewer Conflict - Expose and Remove	\$ 9,555.00		\$ 9,555.00
	Strider - Extended Time Onsite (19 days)	\$ 34,327.00		\$ - put below
				<u>\$ 61,620.00</u>

Overhead Communication Lines	SL29, SL34, SL40	\$ 38,000.00		
	Direct conflict with:			
	Bridge Excavation - utility pole in the exc			
	Wall 5 - OH lines in wall alignment			
	Wall 5 - Poles in pile locations			
	CB#16 - existing pole in CB location			
	Build conduit shoo-fly	\$ 13,000.00		\$ 13,000.00
	Remove shoo-fly	\$ 5,000.00		\$ 2,000.00
	Extended Management	\$ 16,000.00		\$ - put below
				<u>\$ 15,000.00</u>

Subcontractor Replacement	SL50	\$ 208,000.00		
	New wall subcontractor, added cost			
	Skyline, Herc, Paco	\$ 80,731.00 +MU		\$ -
	Replacement Sub	\$ 59,111.00 +MU		\$ -
	Extended Site Mgmt	\$ 50,000.00		\$ - put below
				<u>\$ -</u>

Extension of Time

Working Day Count (SL 52) - Day counts did not reflect added efforts			
Overhead Power / Underground Utility Conflicts	37 days		37
Underground Utility Conflicts	2 days		2
Pile Driving Analysis	18 days		
Overhead Comm Lines	54 days		30
Steel Piling Submittal	20 days		
COVID 19	14 days	SL23	10
Re-Designs to Sewer and Water	21 days		
FA Work	32.5 days	SL37	32.5
<hr/>			
Subtotal	198.5 days		
Carpenter Union Strike	15 days	SL47	15
Utility Relocation Delays	31 days		
Unrecognized Winter Suspension	days		
Wall Subcontractor Switch	26 days	SL50	
Constrained to Permit Windows - In-Water Work	days		
<hr/>			
Total	270.5 days		126.5 DAYS

Schedule Impact - Approx 5 working months worth of extension
 Reference Schedule - Most recent version
 Antic Completion 9/6/2021
 Updated Schedule 8/31/2022
 359 cal days past Antic Completion date

Schedule Extension Cost	SL 42	SL 51		
Demob / Remob 2022			\$ 110,000.00	\$ 24,949.00
Schedule Updates			\$ 5,000.00	\$ -
Engineering Costs			\$ 1,800.00	\$ -
Extended Field Mgmt (3.5 MO)			\$ 140,000.00	\$ 130,000.00 Mgmt from above
Extended Facilities			\$ 22,000.00	\$ 22,000.00
Extended TCS			\$ 46,200.00	\$ -
TESC, BMP Maint			\$ 13,000.00	\$ -
Contingency			\$ 60,000.00	\$ -
			<hr/>	<hr/>
			\$ 398,000.00	\$ 176,949.00

Using WDS Generated by City (Protested Accuracy)

Contract	450 WD	
Added WD	11 WD	
Revised WD	461 WD	
Days Consumed	557 WD	
WD Remaining	-96 WD	Prior to Subs Comp on 1 Aug 2022 Approx 4.6 months

City - Notice of tracking damages
 Quantify what this means for Strider

Quantity Variation

Bid Item 26	Remove AC Pavement	Plan Qty	5900	
	Quantity Overrun	125% PQ	7375	
		<u>Actual Qty</u>	<u>8098.97</u>	
		Qty Delta (Actual - 125% PQ)	723.97	
		Cost	\$ 10.33	
		Cost x 1.24 MU	\$ 12.81	Negotiated Price
		<u>Bid Unit Price</u>	<u>\$ 3.50</u>	
		Price Delta (Negotiated - Bid)	\$ 9.31	

Overrun Amount Sought (Qty Delta x Price Delta) \$ 6,739.58 \$ -

Bid Item 43	CSBC	Plan Qty	1600	
	Quantity Overrun	125% PQ	2000	
		<u>Actual Qty</u>	<u>4129.75</u>	
		Qty Delta (Actual - 125% PQ)	2129.75	
		Cost	\$ 58.68	
		<u>Cost x 1.24 MU</u>	<u>\$ 58.68</u>	Negotiated Price
		<u>Bid Unit Price</u>	<u>\$ 30.00</u>	
		Price Delta (Negotiated - Bid)	\$ 28.68	

Overrun Amount Sought (Qty Delta x Price Delta) \$ 61,081.23 \$ 61,081.23

Desired Resolution Method?

Dispute Review Board - Option Presented - Is this of interest?

- SL40
- SL44
- SL45
- SL52

\$ 1,084,714.81 \$ 457,081.23 42%

Lump Sum Negotiated Settlement	\$ 457,081.23
Added Contract Days	126.5
Project Accepted	
No Liquidated Damages assessed	