



MARYSVILLE

WASHINGTON

CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 5, 2024 – 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

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. An overview of Tax Increment Financing presented by Bob Stowe, Stowe Development Strategies, LLC.

[Agenda Item Staff Memo TIF 02052024 \(one page with bio\).pdf](#)

[Marysville Final 2 5 24 Presentation TIF Bob Stowe \(final\).pptx](#)

- B. Cold weather shelter update.

Discussion Items

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

Consent

- 1. January 24, 2024 Claims in the Amount of \$607,050.16 Paid by EFT Transactions and Check Numbers 167632 through 167725 with Check Numbers 163290 and 167500 Voided

[012424.rtf](#)

2. January 25, 2024 Payroll in the Amount of \$1,884,125.41 Paid by EFT Transaction and Check Numbers 35144 through 35156
3. January 31, 2024 Claims in the Amount of \$2,244,164.94 Paid by EFT Transactions and Check Numbers 167726 through 167841 with Check Number 167653 Voided [013124.rtf](#)

Review Bids

4. Contract Award - Lake Goodwin Standpipe Replacement Project
Recommended Motion: I move to authorize the Mayor to award and execute the contract with Reece Construction Company for the Lake Goodwin Standpipe Replacement Project in the amount of \$238,832.00 and approve a \$23,883.00 management reserve for a total allocation of \$262,715.00.
[W2104_Public Works Contract_Reece.pdf](#)
[W2104_Bid Tab.pdf](#)
5. Contract Award - State Ave NHS Project
Recommended Motion: I move to authorize the Mayor to award and execute the State NHS Project contract to Reece Construction Company in the amount of \$1,311,806.00 and approve a management reserve of \$131,180.00 for a total allocation of \$1,442,986.00.
[R2107_Certified Bid Tab.pdf](#)
[R2107_Contract Document.pdf](#)
6. Contract Award - SR 531/172nd St NE Shoulder Improvements
Recommended Motion: I move to authorize the Mayor to award and execute the contract for the SR 531/172nd St NE Shoulder Improvements project to Reece Construction Company in the amount of \$180,800.00 and to approve a management reserve of \$18,080.00 for a total allocation of \$198,880.00.
[Vicinity Map.pdf](#)
[Certified Bid Tabulation.pdf](#)
[SR 531-172nd St NE Shoulder Improvements.pdf](#)
7. Contract Award – 116th St NHS Project
I move to authorize the Mayor to award and execute the 116th St NHS contract with Reece Construction Company in the amount of \$764,467.00, and approve a management reserve of \$114,670.05 for a total allocation of \$879,137.05.
[116th NHS - Bid Tab.pdf](#)
[116th NHS Executed by Contractor.pdf](#)

Public Hearings

New Business

8. An **Ordinance** of the City Council of the City of Marysville, Washington, authorizing the Mayor to accept certain donations.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Donations.pdf](#)

9. An **Ordinance** of the City Council of the City of Marysville, Washington, designating the Mayor to act in the event of an emergency in regard to competitive bidding requirements.
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Waiving Competitive Bidding due to Emergency.pdf](#)
10. Project Acceptance - 2023 Pavement Preservation Project
Recommended Motion: I move to authorize the Mayor to accept the 2023 Pavement Preservation project, starting the 60-day lien filing period for project closeout.
[Notice of Physical Completion.pdf](#)
[TBD Map 2023.pdf](#)
11. Transportation Improvement Board (TIB) Grant Agreement for 156th St. NE Corridor Improvement Project, Smokey Pt. Blvd. to Hayho Creek.
Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for TIB grant funding of the 156th St. NE Corridor Improvement Project.
[Grant Agreement - Marysville - 156th Street NE.pdf](#)
[Funding Status Form - Marysville - 156th Street NE_rev013024.pdf](#)
12. Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the State Ave NHS Project.
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Consor North America, Inc. to provide Construction Management Services for the State Avenue NHS Project in the amount of \$214,275.98.
[R2107_WSDOT PSA_Consor.pdf](#)
13. Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the 116th Street NHS Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Consor North America, Inc. to provide Construction Management Services for the 116th Street NHS Project in the amount of \$172,624.72.
[R2108_WSDOT PSA_Consor.pdf](#)
14. Marysville Jail Medical Services Contract
Recommended Motion: I move to authorize the Mayor to sign and execute the Jail Medical Services contract.
[Proposed Contract.pdf](#)
15. City of Marysville Utility Easement for CP Logistics Marysville, LLC.
Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Utility Easement between CP Logistics Marysville, LLC and the City of Marysville.
[COM Utility Easement CP Logistics.pdf](#)
16. Water Quality Stormwater Capacity Grant Agreement with the Department of Ecology
Recommended Motion: I move to authorize the Mayor to sign and execute

Department of Ecology Grant Agreement WQSWCAP-2325-MaryPW-0005.
[Department of Ecology Agreement No. WQSWCAP-2325-MaryPW-0005.pdf](#)

17. Agreement with Veolia Water Technologies and Solutions for the Stillaguamish Treatment Plant Membrane Replacement & LRV Upgrade Project
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement for the Stillaguamish Treatment Plant Membrane Replacement and LRV Upgrade project with Veolia Water Technologies and Solutions.
[Marysville WA 052050 REV-3 240 x ZW500Ds 350ft² Jan 25 2024.pdf](#)
[Sole Source Justification - Fully Executed.pdf](#)
[Veolia Sole Source - Marysville.pdf](#)

18. An **Ordinance** of the City of Marysville amending the 2023-2024 Biennial Budget. Introduction. Action will be taken at the next regular meeting.
[02_05_24_BA_Ordinance.docx](#)
[Feb 2024 Budget Amendment Memo.docx](#)

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: An overview of Tax Increment Financing presented by Bob Stowe, Stowe Development Strategies, LLC.

SUGGESTED ACTION:

SUMMARY: An overview of Tax Increment Financing presented by Bob Stowe, Stowe Development Strategies, LLC.

ATTACHMENTS:

[Agenda Item Staff Memo TIF 02052024 \(one page with bio\).pdf](#)
[Marysville Final 2 5 24 Presentation TIF Bob Stowe \(final\).pptx](#)



MARYSVILLE
EXECUTIVE OFFICE

DATE: January 24, 2024
TO: City Council Members and Mayor Nehring
CC: Gloria Hirashima, Chief Administrative Officer
Directors and City Clerk
FROM: Thomas Boydell, Economic Development Manager
Jennifer Ferrer Santa Ines, Finance Director
SUBJECT: Tax Increment Financing (TIF) Presentation to Council on February 5, 2024

AGENDA ITEM STAFF MEMO

PRESENTER Bob Stowe of Stowe Development Strategies is a former City Manager and presently a real estate development consultant with 34 years of experience addressing complex challenges. Including TIF expertise, he is a specialist in innovative strategies for economic and community development.

SUMMARY The presentation to City Council is with the intended purpose to provide information on the TIF development tool as it is defined under state law and how it has been used by other jurisdictions.

TIF projects are used to fund debt service for public infrastructure projects in targeted areas in a way that encourages private development and investment, created under 39.114 RCW in 2021. Effective May 9, 2023, HB 1527 modified some procedures and expanded the definition of allowable costs.

With TIF, properties within an increment area are assessed property tax on the *increase* in assessed value of the property. Excluded from TIF are the state school levy and any levies to repay general obligation bonds.

TIF levies are different from regular property tax levies that are generally limited to an annual maximum growth rate of one percent plus new construction. Projects funded by TIF can be undertaken in combination with other sources of funding.

TIF has been used successfully by at least 12 jurisdictions in Washington. The full list of TIF projects can be found at [Tax Increment Financing \(TIF\) - Washington State Treasurer](#) .

The presenter will speak to program overview, procedural steps in creating the TIF area including public outreach, limitations, financial modeling, and what type of public improvements can be included TIF projects.

EXHIBIT Presenter biography is attached.

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

Bob Stowe - Principal



Bob Stowe is the principal and founder of Stowe Development & Strategies — a company he formed in 2016 to help public sector clients succeed with their economic and community development interests. With over 35 years of experience in progressive community transformations, Bob is one of the Northwest’s most innovative and entrepreneurial real estate and community developers. He uses sound long- range fiscal planning skills and has achieved enviable results in leading redevelopment efforts from the dream stage to construction. This is true for projects large and small, straightforward and complex.

Bob has also been responsible for leading, managing, coordinating, and implementing a wide variety of complex and multi-faceted projects including, downtown revitalization plans, civic center plans and development, master plans, public-private partnerships, and transit-oriented developments to name a few.

Bob’s understanding of Washington’s State’s new TIF legislation, experience with similar project funding streams, and his ability to create partnerships and agreements with other agencies, make him an ideal prime consultant and project manager for any TIF analysis and implementation. Bob has served as the prime consultant for more than ten different cities to guide their TIF programs in Washington State.

Bob was the City Manager for the City of Bothell, Washington from 2005 to 2016 where he was the architect and leader of Washington’s largest and most successful publicly-led downtown revitalization. Under Bob’s leadership, this project utilized a Local Infrastructure Financing Tool award (AKA TIF light) as part of the funding package that stimulated private investment of over \$300 million; a very big step in achieving the City’s 25-year goal of \$650 million. The fact that nearly half that goal was reached in just a few years, during the Great Recession, and with leverage from public/private collaboration, made it all the more remarkable.

Bob guided the development of approximately \$150 million in public sector improvements (relocation of a state highway, creation of new streets, storm water system, parks, environmental clean-up, etc.) identified as necessary to achieve the revitalization vision. The massive public development plan and schedule also needed to align with private sector purchase of surplus land from the City, environmental remediation, public streets to be developed by the private sector, and on-site mixed-use development. Precise scheduling, communication and the ability to respond to changing conditions were skills that Bob successfully delivered on this project.

Before arriving in Bothell, Bob was the City Manager for the City of Mill Creek for nine years and helped lead development of the award-winning Mill Creek Town Center in the early 2000s. His first downtown transformation project began with the revitalization of Downtown Dayton, Washington in the late 1980s.

The hallmark of Bob’s effort is his commitment to create well designed and environmentally sustainable places where people want to live, work, and come together to celebrate. Bob has tackled the most difficult and complex projects, achieving the redevelopment and economic dreams of several communities with his failure is not an option approach.

EDUCATION

- MBA, Albers School of Business & Economics, Seattle University (with honors).
- BA, Urban and Regional Planning, Eastern Washington University.

TIF: City of Marysville February 5, 2024



In Association with:



Agenda

1. Introductions
2. TIF Model
3. Recent TIF Projects
4. Overview of TIF
5. TIF Example
6. How Can TIF Help?

Tax Increment Financing

Washington State Legislature Passed Bill 1189 authorizing TIF in 2021. Now Codified as Chapter [39.114](#) RCW

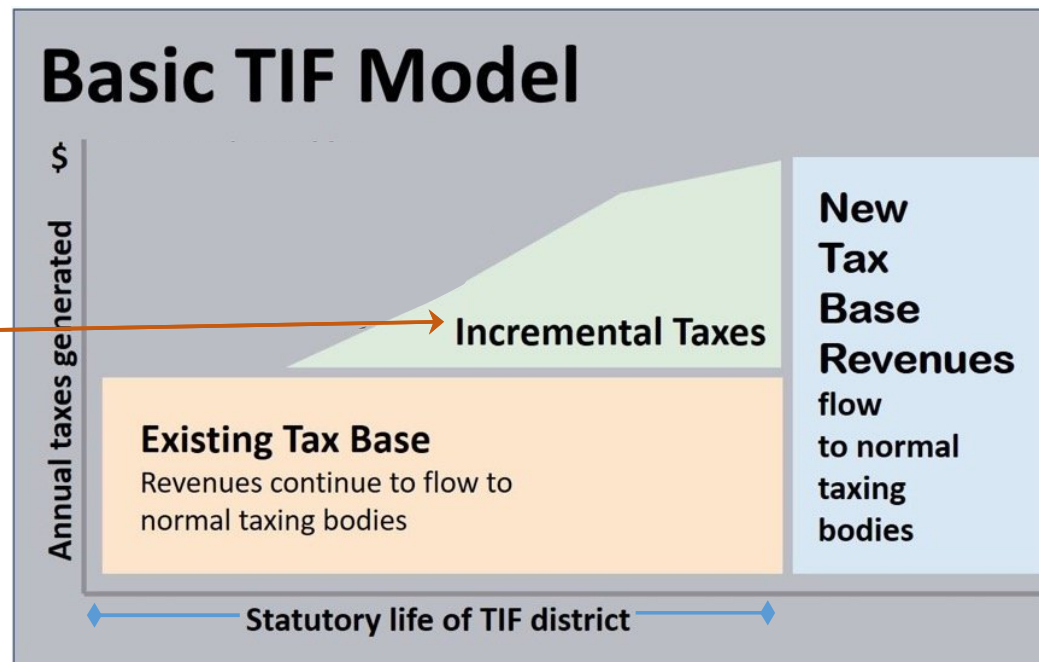
Model

Generally, TIF captures property taxes generated from the increased assessed valuation on the site that results from private development following infrastructure investment.

Washington State TIF law excludes State property tax and voter approved school levies.

Revenues from REGULAR property taxes assessed against the Increment Value only, are captured:

- ✓ To pay "public improvement costs"
- ✓ To repay bonds issued for "public improvements"



TIF PROJECTS: City of Pasco

Public Improvements	TIF Improvement Supported	Private Development Value	Private Development Type	Gross Acres
Streets, Utilities, Signalization & Highway Lop Ramp	\$32M - \$39M (max)	\$500M to \$1.7B	Vacant Land: Horizontal/vertical Mixed-Use, Retail, Commercial Big Box, some Single Family	451

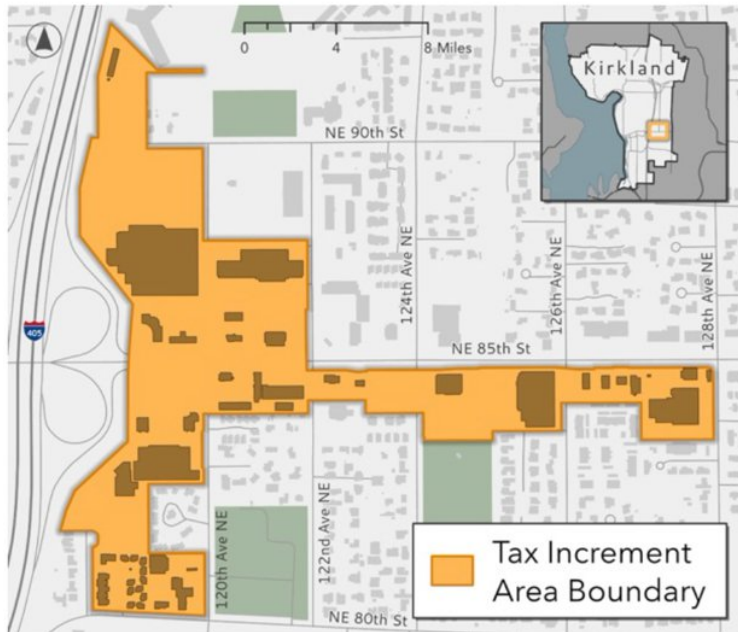
4,900 residential homes and over 1 million SF of commercial space (Retail/Office)



TIF PROJECTS: City of Kirkland

Public Improvements	TIF Improvement Supported	Private Development Value	Private Development Type	Gross Acres
Sewer Main, Park Development, Roadway Widening	\$18M - \$58M (max)	\$2.7B	In-fill Development Horizontal/vertical Mixed-Use – Office, Tech, Retail, Housing	52.5

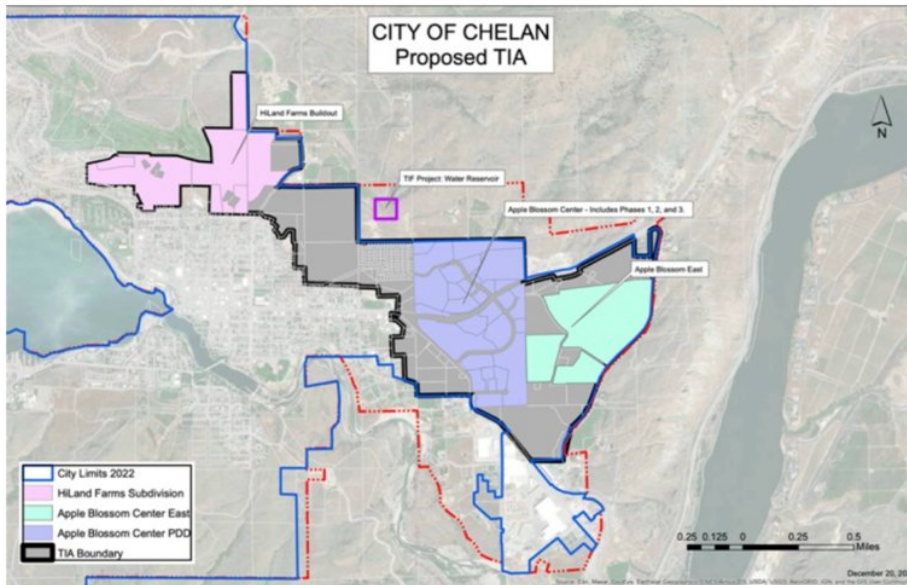
2,700 MF homes, technology campus 1.8 million SF; Retail of 456,000 SF, Office of 2.8 million SF



TIF PROJECTS: City of Chelan

Public Improvements	TIF Improvement Supported	Private Development Value	Private Development Type	Gross Acres
Reservoir/Booster Pump and related Water Main Extensions	\$9M - \$16M (max)	\$312M	Largely Vacant Land: Horizontal/vertical Apartments, Town Homes, Senior Housing, Retail, Winery	758

868 residential homes; 50,000 SF of commercial space and 8,000 SF of light industrial space when fully built-out.



TIF PROJECTS: City of College Place

Public Improvements	TIF Improvement Supported	Private Development Value	Private Development Type	Gross Acres
Streets, Signalization, & Downtown Parking Lots	\$8.2M	\$414M	Largely Vacant Land: Apartments, Town Homes, Single family, Retail, Hospitality	259

829 residential homes and 290,000 SF of commercial space; 200-room hotel when fully built-out.



SITE INFORMATION:

Total Site Area	131.0 acres
Public R.O.W.	22.9 acres
Dev. Park Space	27.2 acres

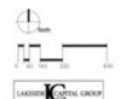
Total Units: 659

Residential Neighborhoods:

Mixed Single Family North	130
52' x 100' Single Family	44
72' x 120' Single Family	24
Mixed Single Family South	58
50' x 110' Single Family	20
52' x 110' Single Family	50
72' x 120' Single Family	37
Townhome	176
Flow Homes	120
Cottages	8.5 acres
Build to Rent	
Market Multifamily	
Elevator Apartments	
Workforce Multifamily	
Rental Apartments	
Senior Village	

McKERNAN PROPERTY:

Commercial	
Lot 1 - 8.7 acres	
Lot 2 - 33.5 acres	
Lot 3 - 1.0 acres	
Lot 4 - 1.0 acres	
Lot 5 - 1.0 acres	



The drawings presented are for illustrative purposes only and are subject to change based upon final design considerations (i.e., applicable codes, standards, and MEP design requirements), and other factors that may arise. © 2022 BSB DESIGN, Inc.

Conceptual Site Plan
Stone Creek Neighborhood
College Station, Washington
BSB DESIGN
Date: December 14, 2022

Overview of Tax Increment Financing

SUMMARY

- Available to cities, counties, and ports.
- Powerful economic development tool.
- Designed for specific project/site – Not build infrastructure and hope/wait for development.
- Projects will not occur “but for” the public investment in infrastructure – “But-For” Requirement.
- Results in creation of new assessed value, public benefits, construction of desired development and short/long-term jobs.
- Taxes from the development fund the public infrastructure needed by the development; no impact on individual property owners.
- Designed to not harm existing taxing districts.

Overview of Tax Increment Financing

KEY ELEMENTS

City, county, or port adopts an ordinance designating increment area, and identifying the public improvements to be financed, and whether bonds will be issued. Limitations:

- No more than two active increment areas per sponsoring jurisdiction and they may not overlap.
- Increment areas may not total more than \$200 million in assessed valuation, or more than 20% of the total assessed valuation of the sponsoring jurisdiction, whichever is less.
- Cannot add additional public improvements or change the boundary of the increment area once adopted.
- Must include a deadline by when construction of public improvements will begin.
- Additional revenues not needed to repay bonds or pay other costs of the public improvements are then allocated back to the taxing districts in proportion to their regular tax levy rates.
- The local government may only receive TIF revenues for the period of time necessary to pay the costs of the public improvements.
- If the local government finances the public improvements, the increment area must be retired no more than 25 years after the adoption of the ordinance designating the increment area.

Overview of Tax Increment Financing

KEY ELEMENTS

Eligible Infrastructure improvements owned by a local government within or outside of and serving the increment area that include:

- Street and road construction;
- Water and sewer system construction and improvements;
- Sidewalks and other non-motorized transportation improvements and streetlights;
- Parking, terminal, and dock facilities;
- Park and ride facilities or other transit facilities;
- Park and community facilities and recreational areas;
- Stormwater and drainage management systems;
- Electric, broadband, or rail service;
- Mitigation of brownfields; or

Eligible expenditures for any of the following purposes:

- Purchasing, rehabilitating, retrofitting for energy efficiency, and constructing housing for the purpose of creating or preserving long-term affordable housing;
- Purchasing, rehabilitating, retrofitting for energy efficiency, and constructing child care facilities serving children and youth that are low-income, homeless, or in foster care; Providing maintenance and security for the public improvements; or
- Historic preservation activities authorized under RCW 35.21.395.

Overview of Tax Increment Financing

KEY ELEMENTS

Project Analysis to be submitted to State Treasurer's Office

- Boundaries and duration of the increment area.
- A description of the expected private development within the increment area, including a comparison of scenarios with and without proposed public improvements.
- A description of the public improvements, estimated public improvement costs, and the estimated amount of bonds or other obligations expected to be issued.
- Assessed value of real property within the increment area and an estimate of the increment value and tax allocation revenues expected.
- Estimate of the job creation reasonably expected to result from the public improvements and the private development.
- An assessment of any impacts and necessary mitigation to address impacts on affordable and low-income housing, local business community, local school districts, local fire service
 - If 20% of the assessed valuation of a fire district is within the increment level or there is an increase in level of service to the increment area, must negotiate a mitigation plan.

Overview of Tax Increment Financing

Required Outreach

- Hold two public briefings exclusively on the project.
- Submit a project analysis to the State Treasurer for review.
- Publish notice in public newspaper.
- Notice to county treasurer, county assessor, and governing body of each taxing district where the increment area is located.

Private Development

Example

Apple Blossom Center					
Phase 1	Value Per Unit	Number of Units	Start Year	Build/Years	Total Value
Apartments (Weidner)	\$233,000	277	2024	24 months	\$64,541,000
Senior Housing	\$300,000	27	2025	18 months	\$8,100,000
Affordable Apts	\$200,000	18	2025	18 months	\$3,600,000
Townhomes	\$400,000	28	2026	18 months	\$11,200,000
Commercial	\$325	22000	2026	12 months	\$7,150,000
Sub-Total					\$94,591,000
Apple Blossom Center					
Phase 2					
Apartments	\$233,000	275	2027	18 months	\$64,075,000
Senior Housing	\$325,000	18	2028	12 months	\$5,850,000
Affordable Apts	\$210,000	14	2028	12 months	\$2,940,000
Townhomes	\$425,000	18	2029	12 months	\$7,650,000
Commercial	\$325	25000	2029	12 months	\$8,125,000
Sub-Total					\$88,640,000
Apple Blossom Center					
Phase 3					
Senior Housing	\$450,000	20	2030	12 months	\$9,000,000
Affordable Apts	\$225,000	5	2030	12 months	\$1,125,000
Townhomes	\$450,000	20	2031	12 months	\$9,000,000
Commercial	\$325	25000	2032	12 months	\$8,125,000
Sub-Total					\$27,250,000
Hiland Farms Buildout					
Apartments	\$250,000	40	2027	12 months	\$10,000,000
Single Family	\$500,000	28	2024	12 months	\$14,000,000
Single Family	\$550,000	35	2026	12 months	\$19,250,000
Single Family	\$600,000	20	2028	12 months	\$12,000,000
Single Family	\$650,000	25	2030	12 months	\$16,250,000
Sub-Total					\$71,500,000
Apple Blossom East					
Live-Work	\$250,000	100	2028	12 months	\$25,000,000
Winery SF	\$400	10000	2028	12 months	\$4,000,000
Industrial SF	\$175	8000	2030	12 months	\$1,400,000
Sub-Total					\$30,400,000
TOTAL					\$312,381,000

TIA LEVY - Example

	Current 2021 Taxes	Exempt: State Schools	Exempt: Excess Levy	Available for TIF allocation
Total	\$12.6303	\$2.9347	\$4.9382	\$4.7574
State				
Part 1	\$1.9076	\$1.9076		\$0.0000
Part 2	\$1.0271	\$1.0271		\$0.0000
County	\$0.9849			\$0.9849
Port	\$0.1732			\$0.1732
Flood Control	\$0.1002			\$0.1002
RTA	\$0.1971			\$0.1971
City	\$0.9139			\$0.9139
EMS (WP #3)	\$0.4877			\$0.4877
School				
SD #400 BOND - CLOVER PARK	\$1.2364		\$1.2364	\$0.0000
SD #400 ENRICHMENT (FKA M&O)	\$2.5000		\$2.5000	\$0.0000
Rural Library	\$0.4362			\$0.4362
FPD (WP #3)				
FIRE DISTRICT #2 BOND	\$0.1632		\$0.1632	\$0.0000
FIRE DISTRICT #3 EXPENSE -	\$1.4641			\$1.4641
FIRE DISTRICT #3 M&O - WEST	\$1.0386		\$1.0386	\$0.0000

Potential TIF Revenue

Examine Different Programs

- Baseline/Aggressive
- Moderate
- Conservative

Aggressive Development Program. Key development assumptions include:

- Absorption rate of 300 multi-family units to be constructed each year starting in 2023 for a 16-year build-out;
- Commercial development starting in 2024 and mostly completed by 2030;
- Reduced gross development area by 25 percent to account for internal circulation, open space and landscaping;
- Absorption rate of 60 single family homes per year for a 4-year build-out.

Moderate Development Program. Key development assumptions include:

- Absorption rate of 150 multi-family units to be constructed each year starting in 2023 for a 25-year build-out;
- Reduced highest multi-family density from 45 units per acre to 30 units per acre (reduction of 817 multi-family units);
- Commercial development starting in 2025 and most completed by 2031;
- Reduced gross development area by 25 percent to account for internal circulation, open space and landscaping;
- Absorption rate of 40 single family homes per year for a 6-year build-out.

Conservative Development Program. Key development assumptions include:

- No development after 2030;
- Absorption rate of 150 multi-family units to be constructed each year and starting in 2023 and ending in 2030;
- Commercial development starting in 2024 and most completed by 2030;
- Reduced gross development area by 25 percent to account for internal circulation, open space and landscaping;
- Absorption rate of 60 single family homes per year for a 4-year build-out.

The following product types and market values are assumed in each of the above Development Program scenarios and

Figure 5: Broadmoor Development Possible Conceptual Development Renderings



Source: Broadmoor Development, Marcus Millichap

Potential TIF Revenue

Example

Figure 8: TIF Revenues

4.50% Discount Rate			
	Baseline	Alt 1	Alt 2
Chelan	\$4,360,000	\$3,320,000	\$2,440,000
Chelan County	\$3,700,000	\$2,820,000	\$2,080,000
Port of Chelan/Dougl	\$830,000	\$640,000	\$470,000
Cementary	\$170,000	\$130,000	\$100,000
EMS - Hospital	\$1,410,000	\$1,070,000	\$790,000
Fire District #7	\$4,470,000	\$3,400,000	\$2,500,000
Library	\$1,280,000	\$980,000	\$720,000
Flood Control	\$200,000	\$150,000	\$110,000
Total	\$16,420,000	\$12,510,000	\$9,210,000

5.00% Discount Rate			
	Baseline	Alt 1	Alt 2
Chelan	\$4,090,000	\$3,100,000	\$2,270,000
Chelan County	\$3,470,000	\$2,640,000	\$1,930,000
Port of Chelan/Doug	\$780,000	\$590,000	\$440,000
Cementary	\$160,000	\$120,000	\$90,000
EMS - Hospital	\$1,320,000	\$1,010,000	\$740,000
Fire District #7	\$4,190,000	\$3,190,000	\$2,330,000
Library	\$1,200,000	\$920,000	\$670,000
Flood Control	\$190,000	\$140,000	\$100,000
Total	\$15,400,000	\$11,710,000	\$8,570,000

Source: ECONorthwest, 2023

Additional Taxes

Example

	Baseline	Alternative 1	Alternative 2
Sales Tax	\$5,880,000	\$4,590,000	\$3,540,000
B&O Tax	\$1,140,000	\$890,000	\$680,000
Utility Tax	\$3,390,000	\$2,550,000	\$1,830,000
Criminal Justice	\$1,100,000	\$840,000	\$620,000
State Shared	\$6,010,000	\$4,520,000	\$3,240,000
REET	\$4,100,000	\$3,150,000	\$2,360,000
Total	\$21,620,000	\$16,540,000	\$12,270,000

Source: ECONorthwest calculations, 2023

One-time sales taxes on construction activity accounts for 90-94 percent of all sales taxes.

Jobs

Example

Construction – One-Time

	Baseline	Alt 1	Alt 2
Construction Jobs	910	740	610
Investment (millions)	\$240	\$192	\$156

Source: ECONorthwest calculations and Office of Financial Management Input/Output Model, 2022.

On-Going

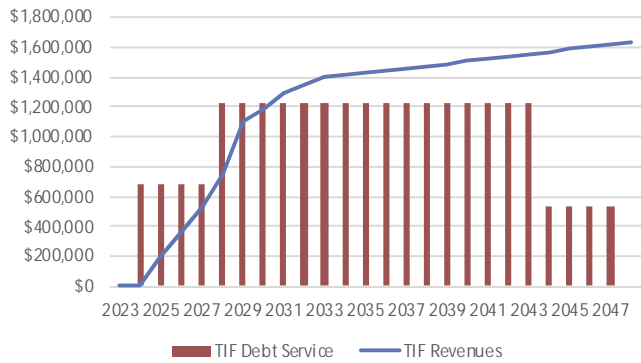
Employment Uses	Jobs: Baseline	Jobs: Alt 1	Jobs: Alt 2	Mean SqFt/Work
Retail and Food & Beverage	100	80	60	750
Industrial	10	10	0	1,000
Total Jobs	100	80	60	

Source: 2018 CBECS, Table B1. Summary table: total and means of floorspace, number of workers, and hours of operation, 2018 (Release date: September 2021)

Example

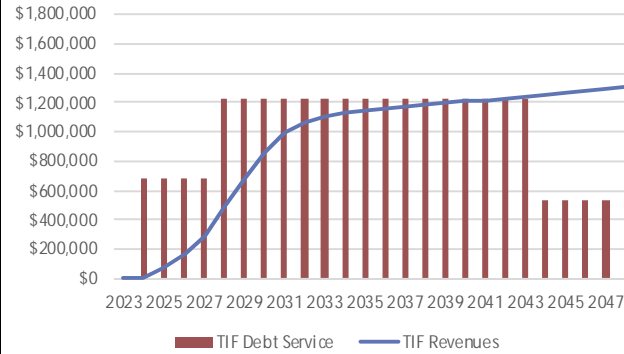
Baseline

TIF Revenues and TIF Debt Service



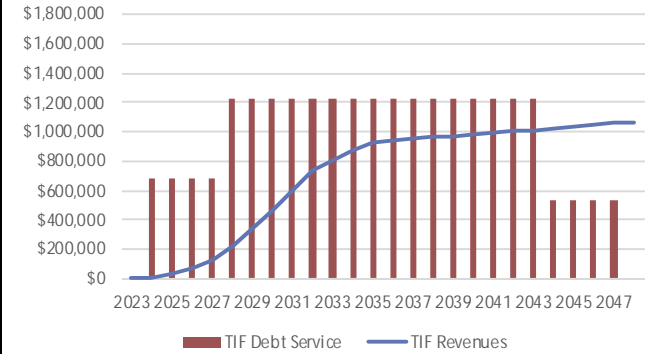
Alternative 1

TIF Revenues and TIF Debt Service



Alternative 2

TIF Revenues and TIF Debt Service



Example

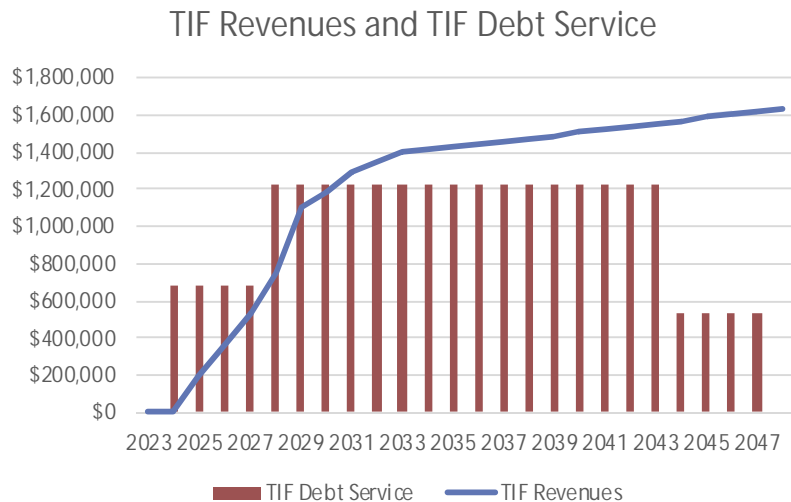
Split Debt Issuance of \$16M \$9M in 2024 & \$7M in 2028

Figure 20: Net Surplus Deficit of Baseline Development with Split Issue of \$16 million

TIF Allocation Revenues	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TIF Revenues	\$0	\$0	\$201,000	\$369,000	\$535,000	\$749,000	\$1,106,000	\$1,185,000	\$1,296,000	\$1,347,000	\$1,398,000	\$1,413,000	\$1,428,000
TIF Debt Service	\$0	\$690,000	\$690,000	\$690,000	\$690,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000
Annual Surplus/Deficit	\$0	(\$690,000)	(\$489,000)	(\$321,000)	(\$155,000)	(\$481,000)	(\$124,000)	(\$45,000)	\$66,000	\$117,000	\$168,000	\$183,000	\$198,000
Cumulative Surplus/Deficit	\$0	(\$690,000)	(\$1,179,000)	(\$1,500,000)	(\$1,655,000)	(\$2,136,000)	(\$2,260,000)	(\$2,305,000)	(\$2,239,000)	(\$2,122,000)	(\$1,954,000)	(\$1,771,000)	(\$1,573,000)

TIF Allocation Revenues	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
TIF Revenues	\$1,443,000	\$1,458,000	\$1,474,000	\$1,489,000	\$1,505,000	\$1,521,000	\$1,537,000	\$1,553,000	\$1,569,000	\$1,586,000	\$1,602,000	\$1,619,000	\$1,636,000
TIF Debt Service	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$1,230,000	\$540,000	\$540,000	\$540,000	\$540,000	\$0
Annual Surplus/Deficit	\$213,000	\$228,000	\$244,000	\$259,000	\$275,000	\$291,000	\$307,000	\$323,000	\$1,029,000	\$1,046,000	\$1,062,000	\$1,079,000	\$1,636,000
Cumulative Surplus/Deficit	(\$1,360,000)	(\$1,132,000)	(\$888,000)	(\$629,000)	(\$354,000)	(\$63,000)	\$244,000	\$567,000	\$1,596,000	\$2,642,000	\$3,704,000	\$4,783,000	\$6,419,000

Source: ECONorthwest calculations, 2023



7 years of Deficits; \$2.3M

Note: Under Baseline Development Scenario – Most Aggressive

Level Debt – First Bond Issuance of \$9M

Example

Figure 18: Net Surplus Deficit with First Bond Issuance of \$9 Million

TIF Allocation Revenues													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TIF Revenues	\$0	\$0	\$80,000	\$173,000	\$296,000	\$496,000	\$678,000	\$864,000	\$999,000	\$1,064,000	\$1,105,000	\$1,131,000	\$1,143,000
TIF Debt Service	\$0	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000
Annual Surplus/Deficit	\$0	(\$690,000)	(\$610,000)	(\$517,000)	(\$394,000)	(\$194,000)	(\$12,000)	\$174,000	\$309,000	\$374,000	\$415,000	\$441,000	\$453,000
Cumulative Surplus/Deficit	\$0	(\$690,000)	(\$1,300,000)	(\$1,817,000)	(\$2,211,000)	(\$2,405,000)	(\$2,417,000)	(\$2,243,000)	(\$1,934,000)	(\$1,560,000)	(\$1,145,000)	(\$704,000)	(\$251,000)

TIF Allocation Revenues													
	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
TIF Revenues	\$1,156,000	\$1,168,000	\$1,180,000	\$1,193,000	\$1,205,000	\$1,218,000	\$1,231,000	\$1,244,000	\$1,257,000	\$1,270,000	\$1,283,000	\$1,297,000	\$1,310,000
TIF Debt Service	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000	\$0	\$0	\$0	\$0	\$0
Annual Surplus/Deficit	\$466,000	\$478,000	\$490,000	\$503,000	\$515,000	\$528,000	\$541,000	\$554,000	\$1,257,000	\$1,270,000	\$1,283,000	\$1,297,000	\$1,310,000
Cumulative Surplus/Deficit	\$215,000	\$693,000	\$1,183,000	\$1,686,000	\$2,201,000	\$2,729,000	\$3,270,000	\$3,824,000	\$5,081,000	\$6,351,000	\$7,634,000	\$8,931,000	\$10,241,000

Source: ECONorthwest calculations, 2023

6 years of Deficits; \$2.4M

Figure 19: Net Surplus Deficit with Interest Only Debt Service (first four years); Bond Issuance of \$9 Million

TIF Allocation Revenues													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TIF Revenues	\$0	\$0	\$80,000	\$173,000	\$296,000	\$496,000	\$678,000	\$864,000	\$999,000	\$1,064,000	\$1,105,000	\$1,131,000	\$1,143,000
TIF Debt Service	\$0	\$0	\$410,000	\$410,000	\$410,000	\$410,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000
Annual Surplus/Deficit	\$0	\$0	(\$330,000)	(\$237,000)	(\$114,000)	\$86,000	(\$122,000)	\$64,000	\$199,000	\$264,000	\$305,000	\$331,000	\$343,000
Cumulative Surplus/Deficit	\$0	\$0	(\$330,000)	(\$567,000)	(\$681,000)	(\$595,000)	(\$717,000)	(\$653,000)	(\$454,000)	(\$190,000)	\$115,000	\$446,000	\$789,000

TIF Allocation Revenues													
	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
TIF Revenues	\$1,156,000	\$1,168,000	\$1,180,000	\$1,193,000	\$1,205,000	\$1,218,000	\$1,231,000	\$1,244,000	\$1,257,000	\$1,270,000	\$1,283,000	\$1,297,000	\$1,310,000
TIF Debt Service	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$770,000	\$0	\$0	\$0	\$0
Annual Surplus/Deficit	\$356,000	\$368,000	\$380,000	\$393,000	\$405,000	\$418,000	\$431,000	\$444,000	\$487,000	\$1,270,000	\$1,283,000	\$1,297,000	\$1,310,000
Cumulative Surplus/Deficit	\$1,145,000	\$1,513,000	\$1,893,000	\$2,286,000	\$2,691,000	\$3,109,000	\$3,540,000	\$3,984,000	\$4,471,000	\$5,741,000	\$7,024,000	\$8,321,000	\$9,631,000

Source: ECONorthwest calculations, 2023

4 years of Deficits; \$720K

Additional Taxes; Interest Only for \$9M

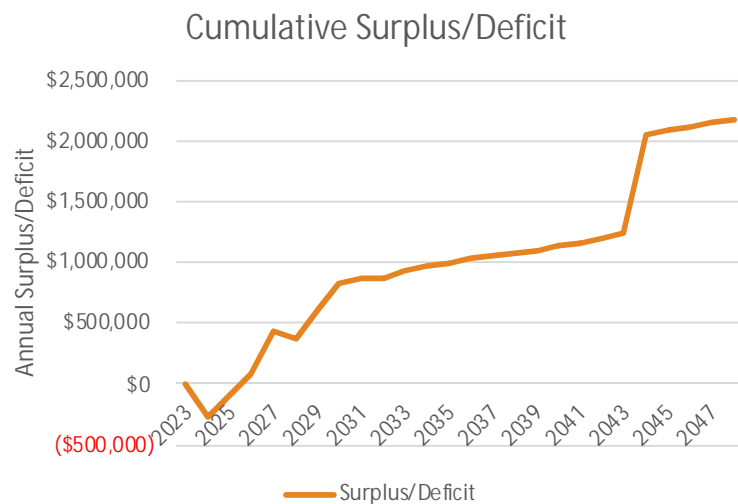
Example

Figure 21: Comparison of Debt Payment Surplus/Deficits and Additional Taxes Sample; \$9 Million Debt

TIF Allocation Revenues													
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Alternative 1													
TIF Surplus/Deficit	\$0	(\$410,000)	(\$330,000)	(\$237,000)	(\$114,000)	(\$304,000)	(\$122,000)	\$64,000	\$199,000	\$264,000	\$305,000	\$331,000	\$343,000
Additional Taxes	\$0	\$130,000	\$240,000	\$320,000	\$550,000	\$680,000	\$740,000	\$760,000	\$670,000	\$610,000	\$630,000	\$650,000	\$650,000
Surplus/Deficit	\$0	(\$280,000)	(\$90,000)	\$83,000	\$436,000	\$376,000	\$618,000	\$824,000	\$869,000	\$874,000	\$935,000	\$981,000	\$993,000

Assessment Year													
	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
TIF Surplus/Deficit	\$356,000	\$368,000	\$380,000	\$393,000	\$405,000	\$418,000	\$431,000	\$474,000	\$1,257,000	\$1,270,000	\$1,283,000	\$1,297,000	\$1,310,000
Additional Taxes	\$670,000	\$680,000	\$690,000	\$710,000	\$730,000	\$740,000	\$760,000	\$770,000	\$790,000	\$810,000	\$830,000	\$850,000	\$870,000
Surplus/Deficit	\$1,026,000	\$1,048,000	\$1,070,000	\$1,103,000	\$1,135,000	\$1,158,000	\$1,191,000	\$1,244,000	\$2,047,000	\$2,080,000	\$2,113,000	\$2,147,000	\$2,180,000

Source: ECONorthwest Calculations, 2023



How Can TIF Help?

- Subject to the scope and timing of private development, TIF revenues may be sufficient to pay for some or all of the identified infrastructure costs.
- City will be responsible for any debt it issues regardless if development materializes.
 - Development agreement that identify both private and public development responsibilities and timing will help mitigate surprises and any revenue shortage to cover annual payments.
 - Financial agreement in which developer(s) will financially backstop (some to all) annual debt not covered by TIF revenues.
- Project Analysis expenses are reimbursable under TIF. Some cities have paid for full amount and others have paid a portion (e.g., developer paying for ½ and city paying for ½).



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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

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

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Cold weather shelter update.

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 24, 2024 Claims in the Amount of \$607,050.16 Paid by EFT Transactions and Check Numbers 167632 through 167725 with Check Numbers 163290 and 167500 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[012424.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2024 TO 1/24/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167632	BENEFIT COORDINATORS	JAN 24 PREMIUMS	MEDICAL CLAIMS	185,716.41
167633	REVENUE, DEPT OF	EXCISE TAX DEC 2023	COMMUNITY	0.97
	REVENUE, DEPT OF		CITY CLERK	1.44
	REVENUE, DEPT OF		POLICE ADMINISTRATION	34.40
	REVENUE, DEPT OF		RECREATION SERVICES	38.53
	REVENUE, DEPT OF		GOLF ADMINISTRATION	266.14
	REVENUE, DEPT OF		WATER/SEWER OPERATION	268.89
	REVENUE, DEPT OF		GENERAL FUND	1,577.75
	REVENUE, DEPT OF		GOLF COURSE	5,324.69
	REVENUE, DEPT OF		STORM DRAINAGE	9,154.11
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,084.46
	REVENUE, DEPT OF		UTIL ADMIN	97,091.80
167634	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	27.14
	911 SUPPLY INC.		POLICE PATROL	44.33
	911 SUPPLY INC.	UNIFORM - WALTERS	POLICE PATROL	141.18
	911 SUPPLY INC.	MEDAL OF VALOR	POLICE ADMINISTRATION	232.86
	911 SUPPLY INC.	UNIFORM - LAWRENSON	POLICE PATROL	362.68
	911 SUPPLY INC.	MEDALS	POLICE ADMINISTRATION	390.94
	911 SUPPLY INC.	UNIFORM - SMITH	K9 PROGRAM	560.43
167635	ALEXANDER PRINTING	WINDOW ENVELOPES	MUNICIPAL COURTS	140.80
	ALEXANDER PRINTING	BUSINESS CARDS - BLAKE, WARD	POLICE INVESTIGATION	174.03
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	266.37
167636	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
167637	ASSN OF WA CITIES	AWC MEMBER DUES - 2024	NON-DEPARTMENTAL	57,276.00
167638	BADGE FRAME, INC.	WALL OF HONOR	GENERAL FUND	-329.41
	BADGE FRAME, INC.		POLICE ADMINISTRATION	3,833.72
167639	BAXTER, ROBYN	UTILITY REFUND	GARBAGE	32.03
167640	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,877.43
	BILLING DOCUMENT SPE		UTILITY BILLING	2,320.57
167641	BIO CLEAN, INC	BIO CLEAN UP	DETENTION & CORRECTION	464.95
167642	BLEACHERS GRILL	FOOD FOR SENIOR LUNCH	COMMUNITY EVENTS	437.60
167643	BLUE FLAME HEATING	REFUND - MECHANICAL PERMIT	NON-BUS LICENSES AND	95.90
167644	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	104.70
	BOB BARKER COMPANY		DETENTION & CORRECTION	268.14
167645	BRENNAN HEATING	REFUND - MECHANICAL PERMIT	NON-BUS LICENSES AND	95.90
167646	BURTIS, MICHAEL	INMATE MEDICATION REIMBURSEMENT	DETENTION & CORRECTION	41.94
167647	CAGE, ETHEL ER	UTILITY REFUND	WATER/SEWER OPERATION	180.06
167648	CENTURY COMMUNITIES	CREDIT CARD CONVENIENCE FEE REFUND	COMMUNITY DEVELOPMENT	54.25
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	59.10
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	59.10
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	59.10
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	59.10
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	63.28
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	63.28
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	63.28
	CENTURY COMMUNITIES		COMMUNITY DEVELOPMENT	63.28
167649	CENTURY COMMUNITIES	UTILITY REFUND	GARBAGE	29.36
167650	CENTURY COMMUNITIES	UTILITY REFUND	WATER/SEWER OPERATION	32.86
167651	CITY OF WENATCHEE	UNIFORM - MUSTAIN	POLICE PATROL	1,147.84
167652	CML SECURITY, LLC	RENEWAL - SECURITY MEASURES	DETENTION & CORRECTION	760.50
167653	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	45,309.57
167654	CREATIVE ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00
167655	CRYSTAL SPRINGS	WATER SERVICE	RECREATION SERVICES	81.73
167656	DENNING, NITA	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
167657	DICKS TOWING	TOWING 2024-197	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-2310	POLICE PATROL	77.34

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2024 TO 1/24/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167658	E&E LUMBER	CAUTION TAPE, STRAPS	PARK & RECREATION FAC	32.33
	E&E LUMBER	HEATER	PARK & RECREATION FAC	34.30
	E&E LUMBER	DOUGLAS FIR PREMIUM	PARK & RECREATION FAC	48.26
	E&E LUMBER	REBAR	GMA-PARKS	83.80
	E&E LUMBER	DRILL IMPACT KIT, SOCKETS	TRANSPORTATION	224.03
	E&E LUMBER	SIDEWALK REPAIR TOOLS	SIDEWALK MAINTENANCE	247.34
	E&E LUMBER	SIDEWALK REPAIR POUR	SIDEWALK MAINTENANCE	252.41
	E&E LUMBER	SCREWS, TREATED WOOD	GMA-PARKS	2,979.25
167659	EVERETT STAMP WORKS	IN-PERSON STAMP	MUNICIPAL COURTS	67.40
167660	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-8.96
	EVIDENT, INC.		POLICE PATROL	104.30
167661	FITNESS FOR GOOD	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
167662	FOOT WORKS	INSTRUCTOR PAYMENT	RECREATION SERVICES	360.00
167663	FORBES, MARIE & FRAN	UTILITY REFUND	WATER/SEWER OPERATION	121.12
167664	FOREMOST PROMOTIONS	JUNIOR POLICE OFFICER STICKER BADGES	YOUTH SERVICES	962.72
167665	FOX, KIRA	REFUND - SEW TOGETHER	PARKS-RECREATION	60.00
167666	GOETZ, DENA	REFUND - KINDERMUSIK	PARKS-RECREATION	42.00
167667	HARTS SERVICES ELEC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	168.00
167668	HESTER, HENRY N	UTILITY REFUND	WATER/SEWER OPERATION	573.99
167669	HILDEBRAND, SAMANTHA	REFUND - FATHER-DAUGHTER DANCE	PARKS-RECREATION	35.00
167670	HOME COMFORT ALLIANCE	REFUND - CREDIT CARD FEE	COMMUNITY DEVELOPMENT	11.71
167671	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	250.64
	HOME DEPOT USA		CUSTODIAL SERVICES	425.13
	HOME DEPOT USA		CUSTODIAL SERVICES	673.42
167672	INTL ASSOC CHIEFS	ASSOCIATE SWORN OFFICERS DUE - FRANZEN	POLICE ADMINISTRATION	75.00
	INTL ASSOC CHIEFS	ACTIVE DUES - VERMEULEN	POLICE ADMINISTRATION	190.00
	INTL ASSOC CHIEFS	ASSOCIATE GENERAL DUES - HAZEN	POLICE ADMINISTRATION	190.00
	INTL ASSOC CHIEFS	IACP MEMBERSHIP DUES - LAWLESS	POLICE ADMINISTRATION	190.00
	INTL ASSOC CHIEFS	LIFE ACTIVE MEMBER DUES - LAMOUREUX	POLICE ADMINISTRATION	190.00
167673	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	18.75
167674	LASTING IMPRESSIONS	T-SHIRTS FOR BASKETBALL	RECREATION SERVICES	4,852.96
167675	LEIRA	MEMBERSHIP DUES - COSBY	OFFICE OPERATIONS	50.00
	LEIRA	MEMBERSHIP RENEWAL - BAUGHN	OFFICE OPERATIONS	50.00
167676	LEXISNEXIS RISK	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	196.28
167677	MARYSVILLE ROTARY	ROTARY DUES - SCAIRPON	POLICE ADMINISTRATION	400.00
167678	MARYSVILLE SCHOOL	FACILITY RENTAL - GROVE	RECREATION SERVICES	42.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - KELLOGG MARSH	RECREATION SERVICES	42.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - MARSHALL	RECREATION SERVICES	42.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - ALLEN CREEK	RECREATION SERVICES	49.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - PINWOOD	RECREATION SERVICES	70.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - SUNNYSIDE ELEMENTARY	RECREATION SERVICES	87.50
	MARYSVILLE SCHOOL	FACILITY RENTAL - CEDARCREST	RECREATION SERVICES	117.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - MMS	RECREATION SERVICES	130.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - TOTEM MS	RECREATION SERVICES	156.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - ALLEN CREEK	RECREATION SERVICES	342.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - GROVE	RECREATION SERVICES	342.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - QUIL CEDA TULALIP	RECREATION SERVICES	342.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - MMS	RECREATION SERVICES	450.00
	MARYSVILLE SCHOOL	FACILITY RENTAL - TOTEM MS	RECREATION SERVICES	476.00
167679	MARYSVILLE, CITY OF	9623 55 AVE NE	PARK & RECREATION FAC	77.03
	MARYSVILLE, CITY OF	4822 61 ST NE A & B	AFFORDABLE HOUSING	198.76
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	420.31
167680	MPA	MPA MEMBERSHIP - HORNUNG	PROBATION	40.00
167681	NELSON, AMANDA M	UTILITY REFUND	WATER/SEWER OPERATION	273.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2024 TO 1/24/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167682	NOTEWORTHY PRODUCT.	DUELING PIANOS	OPERA HOUSE	3,150.00
167683	NW ASSESSMENT SERVICE	WELLNESS VISITS	POLICE ADMINISTRATION	1,925.00
167684	PACIFIC PLUMBING	BACKFLOW PREVENTION	SOURCE OF SUPPLY	501.91
167685	PACIFIC TOPSOILS	LEAVES DUMP	PARK & RECREATION FAC	37.05
167686	PALAMERICAN SECURITY	SECURITY SERVICE/CREDIT	MUNICIPAL COURTS	-56.99
	PALAMERICAN SECURITY		PROBATION	-19.00
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
167687	PEACE OF MIND	COUNCIL WORK SESSION	CITY CLERK	59.20
	PEACE OF MIND	CITY COUNCIL MEETING	CITY CLERK	604.80
167688	PINKLEY, PATRICIA	UTILITY REFUND	WATER/SEWER OPERATION	13.00
167689	PIPEDREAM PROPERTY I	UTILITY REFUND	WATER/SEWER OPERATION	141.76
167690	POHL, EARL	UTILITY REFUND	WATER/SEWER OPERATION	245.14
167691	POSTAL SERVICE	POSTAGE - PD MACHINE	OFFICE OPERATIONS	2,500.00
167692	PRIVATE NATL MORTGAGE	PARTIAL RECOVEYANCE FEE	GMA - STREET	100.00
167693	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	450.00
167694	PUD	ACCT #202461026	MAINT OF GENL PLANT	25.20
	PUD	ACCT #220681340	STORM DRAINAGE	25.20
	PUD	ACCT #205195373	PARK & RECREATION FAC	27.56
	PUD	ACCT #223919549	STREET LIGHTING	37.52
	PUD	ACCT #200501617	TRANSPORTATION	38.38
	PUD	ACCT #202794657	TRANSPORTATION	45.92
	PUD	ACCT #203199732	TRANSPORTATION	54.47
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	57.45
	PUD	ACCT #223514563	TRANSPORTATION	62.79
	PUD	ACCT #203430897	STREET LIGHTING	66.03
	PUD	ACCT #223735101	STREET LIGHTING	67.85
	PUD	ACCT #202524690	PUMPING PLANT	71.35
	PUD	ACCT #202303301	SEWER LIFT STATION	72.56
	PUD	ACCT #202288585	TRANSPORTATION	73.89
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	78.42
	PUD	ACCT #223764663	SEWER LIFT STATION	79.42
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	89.18
	PUD	ACCT #223154923	STREET LIGHTING	108.08
	PUD	ACCT # 222772634	TRANSPORTATION	108.23
	PUD	ACCT #202011813	PUMPING PLANT	126.97
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	127.95
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	147.61
	PUD	ACCT #222025900	PUMPING PLANT	201.66
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	228.04
	PUD	1094 CEDAR AVE	FIRE ADMIN	258.83
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	354.20
	PUD	ACCT #220824148	WASTE WATER TREATMENT	438.73
	PUD	ACCT #201617479	CITY HALL	701.11
	PUD	ACCT #200021871	COURT FACILITIES	1,003.51
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,089.10
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,580.91
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,550.53
	PUD	ACCT #202075008	WASTE WATER TREATMENT	13,808.71
167695	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	204.27
167696	REDWOOD TOXICOLOGY	TESTING EQUIPMENT	PROBATION	143.52
167697	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER LIFT STATION	277.01
167698	RICHMOND AMERICAN HO	CREDIT CARD CONVENIENCE FEE REFUND	COMMUNITY DEVELOPMENT	14.05
	RICHMOND AMERICAN HO		COMMUNITY DEVELOPMENT	559.54
	RICHMOND AMERICAN HO		COMMUNITY DEVELOPMENT	655.36

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2024 TO 1/24/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167699	ROGERS DRIVE LIMITED	UTILITY REFUND	WATER/SEWER OPERATION	209.63
167700	SCCFOA	SCCFOA MEMBERSHIP	CITY CLERK	30.00
	SCCFOA		CITY CLERK	30.00
	SCCFOA		FINANCE-GENL	30.00
	SCCFOA		FINANCE-GENL	30.00
	SCCFOA		FINANCE-GENL	30.00
	SCCFOA		UTILITY BILLING	30.00
167701	SCORE	INMATE HOUSING - DEC 2023	DETENTION & CORRECTION	14,263.66
167702	SEATOWN ELECTRIC	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	45.00
167703	SETTINGINGTON, KRIS	UTILITY REFUND	WATER/SEWER OPERATION	49.66
167704	SKAGIT HOSPITAL	INMATE EMERGENCY MEDICAL CARE	DETENTION & CORRECTION	8,792.00
167705	SNO CO PUBLIC WORKS	FRANCHISE AGREEMENT FEE	UTIL ADMIN	33.33
	SNO CO PUBLIC WORKS		UTIL ADMIN	33.33
	SNO CO PUBLIC WORKS		STORM DRAINAGE	33.34
167706	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	50,943.35
167707	SONITROL	SECURITY MONITORING	COURT FACILITIES	74.88
	SONITROL		COURT FACILITIES	74.88
	SONITROL		UTIL ADMIN	153.79
	SONITROL		UTIL ADMIN	153.79
	SONITROL		SUNNYSIDE FILTRATION	250.95
	SONITROL		SUNNYSIDE FILTRATION	250.95
	SONITROL		PUBLIC SAFETY BLDG	262.74
	SONITROL		PUBLIC SAFETY BLDG	262.74
	SONITROL		OPERA HOUSE	290.85
	SONITROL		OPERA HOUSE	290.85
	SONITROL		PARK & RECREATION FAC	301.39
	SONITROL		PARK & RECREATION FAC	301.39
	SONITROL		COURT FACILITIES	316.00
	SONITROL		COURT FACILITIES	316.00
	SONITROL		MAINT OF GENL PLANT	330.88
	SONITROL		MAINT OF GENL PLANT	330.88
	SONITROL		CITY HALL	380.01
	SONITROL		CITY HALL	380.01
	SONITROL		WASTE WATER TREATMENT	607.33
	SONITROL		WASTE WATER TREATMENT	607.33
167708	SOUND PUBLISHING	LEGAL ADVERTISING	COMMUNITY	590.92
167709	SOUND SAFETY	UNIFORM - WOOD	GENERAL	76.50
	SOUND SAFETY	UNIFORM - REMIE	GENERAL	183.61
	SOUND SAFETY	UNIFORM - FRISINGER	GENERAL	189.02
	SOUND SAFETY	UNIFORM - CALLAHAN	GENERAL	196.71
	SOUND SAFETY	UNIFORM - REMIE	GENERAL	377.04
	SOUND SAFETY	UNIFORM - BROOKS	UTIL ADMIN	564.60
167710	SOVEREIGN ELECTRIC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
167711	SPECTRA BROADBAND		COMMUNITY DEVELOPMENT	112.00
167712	STAPLES	PLATES	MUNICIPAL COURTS	72.77
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	350.54
167713	SWARB, KAYELEE	UTILITY REFUND	GARBAGE	296.58
167714	TAYLOR MORRISON NORT	UTILITY REFUND	WATER/SEWER OPERATION	29.36
167715	TEAMSTERS PENSION	AUDIT FINDING	NON-DEPARTMENTAL	630.86
167716	THOMAS, ROCKY	UTILITY REFUND	WATER/SEWER OPERATION	203.59
167717	TITUS, VANCE & KAREN		WATER/SEWER OPERATION	444.04
167718	TOPSOILS NORTHWEST	TOPSOIL	GMA-PARKS	7,786.96
167719	VANDERHOEK, LINDA	UTILITY REFUND	WATER/SEWER OPERATION	25.00
167720	VIVINT INC	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	112.00

**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>
167721	WATAI	DUES - MCSHANE	POLICE INVESTIGATION	60.00
167722	WETZEL, CHERYL	UTILITY REFUND	WATER/SEWER OPERATION	77.49
167723	WHISTLE WORKWEAR	UNIFORM - SMITH	UTIL ADMIN	178.01
	WHISTLE WORKWEAR		UTIL ADMIN	227.48
	WHISTLE WORKWEAR	UNIFORM - DIETZ	UTIL ADMIN	395.59
	WHISTLE WORKWEAR	UNIFORM - ERICKSON	UTIL ADMIN	395.60
167724	WILLIAMS, JEANNIE LE	UTILITY REFUND	WATER/SEWER OPERATION	262.94
167725	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	14.41
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	45.09
	ZIPLY FIBER		RECREATION SERVICES	45.09
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	121.11
	ZIPLY FIBER		SUNNYSIDE FILTRATION	131.21
WARRANT TOTAL:				<u>609,215.16</u>

JIM MARTIN	VOID	INITIATOR ERROR	167500	\$2,100.00
ART BY NINA	VOID	INITIATOR ERROR	163290	\$65.00

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$607,050.16



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 25, 2024 Payroll in the Amount of \$1,884,125.41 Paid by EFT Transaction and Check Numbers 35144 through 35156

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 31, 2024 Claims in the Amount of \$2,244,164.94 Paid by EFT Transactions and Check Numbers 167726 through 167841 with Check Number 167653 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[013124.rtf](#)

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/31/2024 TO 1/31/2024**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167726	COMMONSTREET	PHASE 1 - 88TH IMPROVEMENTS	GMA - STREET	45,309.57
167727	BENEFIT COORDINATORS	FEBRUARY 2024 PREMIUMS	MEDICAL CLAIMS	186,066.86
167728	LICENSING, DEPT OF	DRIVING ABSTRACT - SANDERS	PERSONNEL ADMINISTRATION	15.00
167729	LICENSING, DEPT OF	DRIVING ABSTRACT - PINARD	PERSONNEL ADMINISTRATION	15.00
167730	PREMERA BLUE CROSS	CLAIMS PAID 1/14 TO 1/20/24	MEDICAL CLAIMS	33,243.19
167731	PREMERA BLUE CROSS	CLAIMS PAID 1/1 TO 1/6/24	MEDICAL CLAIMS	60,414.10
	PREMERA BLUE CROSS	CLAIMS PAID 1/7 TO 1/13/24	MEDICAL CLAIMS	93,774.23
167732	911 SUPPLY INC.	UNIFORM - GOOLSBY	POLICE INVESTIGATION	336.26
	911 SUPPLY INC.	UNIFORM - WIGGINS	POLICE PATROL	447.20
	911 SUPPLY INC.	UNIFORM - ANDERSON	DETENTION & CORRECTION	531.42
	911 SUPPLY INC.	UNIFORM - MARAMED	DETENTION & CORRECTION	560.10
	911 SUPPLY INC.	UNIFORM - ALLEN	POLICE PATROL	814.83
	911 SUPPLY INC.	UNIFORM - MUSTAIN	POLICE PATROL	904.80
	911 SUPPLY INC.	UNIFORM - BELLEME	POLICE PATROL	984.18
167733	ADVANCED TRAFFIC	SIGNED RELAMPS 2023	TRANSPORTATION	590.76
	ADVANCED TRAFFIC	PUSH BUTTON SYSTEM REPLACEMENT	TRANSPORTATION	4,064.58
	ADVANCED TRAFFIC	ADA PUSH BUTTON SYSTEM	TRANSPORTATION	7,390.97
167734	AKTIVOV LLC	ANNUAL MAINTENANCE/SUPPORT 2024	PARK & RECREATION FAC	5,134.68
	AKTIVOV LLC		GENERAL	15,404.07
	AKTIVOV LLC		UTIL ADMIN	30,808.14
167735	ALEXANDER PRINTING	PRINTING SERVICE	POLICE INVESTIGATION	90.69
167736	ALL BATTERY SALES & ALL BATTERY SALES &	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	59.08
			ER&R	177.23
167737	ALLIANT INSURANCE	INSURANCE BOND RENEWAL - NIELD	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	INSURANCE BOND RENEWAL - SCAIRPON	RISK MANAGEMENT	75.00
	ALLIANT INSURANCE	INSURANCE RENEWAL	RISK MANAGEMENT	805,573.00
167738	ALS LABORATORY	LAB ANALYSIS	WATER QUAL TREATMENT	950.00
167739	APPLIED CONCEPTS INC	REPAIR KITS, ANTENNA CABLE	POLICE PATROL	1,404.70
167740	APPLIED INDUSTRIAL T	PUSH BOX PARTS 2024	ROADWAY MAINTENANCE	236.94
167741	APS, INC.	POSTAGE MACHINE RENTAL	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.		CITY CLERK	23.72
	APS, INC.		POLICE INVESTIGATION	39.11
	APS, INC.		POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.11
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
167742	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	14.24
	ARAMARK UNIFORM		CIVIC CENTER	14.24
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	42.18
	ARAMARK UNIFORM		EQUIPMENT RENTAL	42.18
	ARAMARK UNIFORM		EQUIPMENT RENTAL	42.18
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM		EQUIPMENT RENTAL	59.71
	ARAMARK UNIFORM	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	135.23
	ARAMARK UNIFORM		CUSTODIAL SERVICES	135.23
	ARAMARK UNIFORM		CUSTODIAL SERVICES	135.41

**CITY OF MARYSVILLE
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	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	388.79
167743	ARC ARCHITECTS, INC.	PROFESSIONAL SERVICE	PW ADMIN CAP PROJECT	7,503.00
167744	ARG INDUSTRIAL	HOSE	WASTE WATER TREATMENT	19.19
167745	AT&T MOBILITY LLC	WIRELESS	CITY CLERK	67.61
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	67.61
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	67.61
	AT&T MOBILITY LLC		ENGR-GENL	135.22
	AT&T MOBILITY LLC		COMMUNITY	202.83
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	202.83
	AT&T MOBILITY LLC		UTIL ADMIN	202.83
	AT&T MOBILITY LLC		MUNICIPAL COURTS	270.44
	AT&T MOBILITY LLC		GIS SERVICES IS	270.44
	AT&T MOBILITY LLC		FINANCE-GENL	270.44
	AT&T MOBILITY LLC		LEGAL-GENL	338.05
	AT&T MOBILITY LLC		OFFICE OPERATIONS	338.05
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	743.71
	AT&T MOBILITY LLC		POLICE INVESTIGATION	878.93
	AT&T MOBILITY LLC		DETENTION & CORRECTION	946.54
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	946.54
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	1,216.98
	AT&T MOBILITY LLC		COMPUTER SERVICES	1,415.04
	AT&T MOBILITY LLC		POLICE PATROL	4,265.73
167746	BICKFORD FORD	BRAKE ROTORS	ER&R	278.27
167747	BOB BARKER COMPANY	SUPPLIES	DETENTION & CORRECTION	414.58
167748	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	9,709.50
167749	BRYANT, RON	ERWOW ANNUAL CONFERENCE	UTIL ADMIN	144.55
167750	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
167751	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,603.90
167752	CENTRAL WELDING SUPPLY	STEEL SNAP HOOKS	PARK & RECREATION FAC	826.08
167753	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-38.01
	CHARM-TEX, INC.		DETENTION & CORRECTION	442.41
167754	CITIES & TOWNS	SCCT ANNUAL DUES	NON-DEPARTMENTAL	200.00
167755	COALFIRE SYSTEMS INC	TESTING	COMPUTER SERVICES	9,150.00
167756	COASTAL FARM & HOME	UNIFORM - JESSEN	UTIL ADMIN	48.09
	COASTAL FARM & HOME	UNIFORM - CLOSE	GENERAL	65.60
	COASTAL FARM & HOME	UNIFORM - TALBOT	UTIL ADMIN	98.45
	COASTAL FARM & HOME	UNIFORM - PRIMM	UTIL ADMIN	157.50
	COASTAL FARM & HOME	UNIFORM - PEASLEE	UTIL ADMIN	238.89
	COASTAL FARM & HOME	UNIFORM - JESSEN	STORM DRAINAGE	251.61
	COASTAL FARM & HOME		UTIL ADMIN	341.25
	COASTAL FARM & HOME	UNIFORM - AKAU	PARK & RECREATION FAC	388.32
	COASTAL FARM & HOME	UNIFORM - MALLAHAN	UTIL ADMIN	412.12
	COASTAL FARM & HOME	UNIFORM - MCCLEVE	PARK & RECREATION FAC	459.43
167757	CODE PUBLISHING	MUNICIPAL CODE WEB UPDATE	CITY CLERK	418.46
	CODE PUBLISHING		CITY CLERK	3,982.71
167758	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	467.89
167759	COOP SUPPLY	HEATER	PARK & RECREATION FAC	54.69
	COOP SUPPLY	UNIFORM - NEWMAN	STORM DRAINAGE	175.03
	COOP SUPPLY	UNIFORM - WARD	STORM DRAINAGE	175.03
167760	CORE & MAIN LP	H20 RATED PE LIDS	WATER SERVICES	1,570.77
167761	CRYSTAL SPRINGS	WATER	COMMUNITY SERVICES UNIT	50.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	67.60
	CRYSTAL SPRINGS		POLICE PATROL	100.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	100.00

**CITY OF MARYSVILLE
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167761	CRYSTAL SPRINGS	WATER	DETENTION & CORRECTION	100.00
	CRYSTAL SPRINGS		OFFICE OPERATIONS	100.00
167762	DELL	SERVER WARRANTY - FQLFH63	IS REPLACEMENT ACCOUNTS	564.35
167763	DICKS TOWING	TOWING 24-09080083	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1156	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1187	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1227	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-1350	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-2650	POLICE PATROL	77.54
	DICKS TOWING	TOWING P194	POLICE PATROL	77.54
167764	DIETZ, THOMAS	BAT CERTIFICATION COURSE, TRAVEL	UTIL ADMIN	430.55
167765	DIFFERENTIAL NETWORK	MILESTONE RENEWAL	COMPUTER SERVICES	5,485.32
167766	E&E LUMBER	SLIT INSULATION, PUSH VALVE	WASTE WATER TREATMENT	51.31
	E&E LUMBER	SHELF BRACKET, FIBERGLASS SCREEN	ROADSIDE VEGETATION	52.84
	E&E LUMBER	CONDENSATION BLANKET, TAPE	WATER RESERVOIRS	389.39
	E&E LUMBER	TELESCOPE POLE SAW	ROADSIDE VEGETATION	656.39
167767	EAGLE FENCE	CEDAR FENCE	ROADSIDE VEGETATION	547.00
167768	ECONOMIC ALLIANCE	ANNUAL DUES - EASC	NON-DEPARTMENTAL	16,500.00
167769	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
167770	EVERETT TIRE & AUTO	TIRES	ER&R	1,765.98
167771	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	3,250.00
167772	FRANCOTYP-POSTALIA	POSTAGE METER - PD	POLICE PATROL	160.82
167773	GOVCONNECTION INC	MODEM POWER SUPPLY REPLACEMENT	IS REPLACEMENT ACCOUNTS	82.35
167774	GRAINGER	LABEL MAKER, STEPLADDER	PARK & RECREATION FAC	54.57
	GRAINGER	VALVE REBUILD KITS	SEWER LIFT STATION	292.23
	GRAINGER	GLOVES, HAND WARMERS	ER&R	615.86
	GRAINGER	INSULATED GLOVES, WINDSHIELD WASHER	ER&R	937.47
	GRAINGER	PROPANE CYLINDER, BUTANE CANISTER	ER&R	996.79
	GRAINGER	GLOVES	ER&R	1,141.59
167775	GRANITE CONST	ASPHALT	WATER DIST MAINS	138.77
167776	GREENSHIELDS INDS	RIGGING ASSEMBLY, LONG SHACKLE	STORM DRAINAGE	522.65
167777	GRIFFEN, CHRIS	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	1,040.00
167778	HARBOR FREIGHT TOOLS	HAND TOOLS FOR SIDEWALKS	SIDEWALK MAINTENANCE	24.04
167779	HD FOWLER COMPANY	CREDIT FOR INV #16441146	HYDRANTS	-211.32
	HD FOWLER COMPANY	VALVE ASSEMBLY	WATER DIST MAINS	896.44
	HD FOWLER COMPANY	METERS	WATER SERVICE INSTALL	1,001.41
	HD FOWLER COMPANY	METER BOX, LIDS, ELBOWS, TUBING	WATER SERVICES	8,917.95
167780	HERRERA ENVIRO	PROFESSIONAL SERVICE	GMA-PARKS	5,260.12
167781	HEWLETT PACKARD	PRINTER TONER/MAINTENANCE	PARK & RECREATION FAC	1.09
	HEWLETT PACKARD		FINANCE-GENL	2.36
	HEWLETT PACKARD		FINANCE-GENL	10.68
	HEWLETT PACKARD		ENGR-GENL	21.57
	HEWLETT PACKARD		WATER QUAL TREATMENT	42.18
	HEWLETT PACKARD		COMPUTER SERVICES	43.46
	HEWLETT PACKARD		FINANCE-GENL	68.79
167782	HUTCHISON LAW, LLC	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
167783	J. THAYER COMPANY	ERASABLE MARKERS, FEES	WATER DIST MAINS	32.06
	J. THAYER COMPANY	OFFICE SUPPLIES	WATER QUAL TREATMENT	163.87
167784	JAMIE JEFFERSON LMP	QUARTERLY CHAIR MASSAGES	POLICE ADMINISTRATION	300.00
167785	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	66.77
167786	KENDALL CHEVROLET	SUSPENSION LINK	ER&R	249.06
	KENDALL CHEVROLET	SUSPENSION LINKS, BRAKE PADS	ER&R	1,030.56
167787	KIM, JAMIE S.	PUBLIC DEFENSE/CONFLICT COUNSEL	PUBLIC DEFENSE	217.50
	KIM, JAMIE S.		PUBLIC DEFENSE	217.43

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	KIM, JAMIE S.		PUBLIC DEFENSE	217.50
	KIM, JAMIE S.		PUBLIC DEFENSE	217.50
167788	LANGLEY, JOHN	UTILITY BILLING REFUND	GARBAGE	174.24
167789	LASTING IMPRESSIONS	BASKETBALL T-SHIRT	RECREATION SERVICES	68.63
167790	LAYNE PLUMBING	REFUND - PLUMBING PERMIT	NON-BUS LICENSES AND	134.40
167791	LOWES HIW INC	SUPPLIES	WATER QUAL TREATMENT	-7.91
	LOWES HIW INC	SUPPLIES, SMALL TOOLS	WATER DIST MAINS	164.40
	LOWES HIW INC	SUPPLIES	WATER QUAL TREATMENT	164.59
	LOWES HIW INC	TOPSOIL	WATER SERVICES	279.37
	LOWES HIW INC	SUPPLIES	WATER DIST MAINS	308.42
167792	LX CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMNT	-157.00
	LX CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
167793	MALYA, NEEMA	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	224.00
167794	MARYSVILLE AWARDS	PLAQUES	POLICE ADMINISTRATION	163.33
167795	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION PLANT	137.52
	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	191.19
	MARYSVILLE, CITY OF	6802 84 ST NE	GOLF ADMINISTRATION	224.13
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION PLANT	293.42
167796	MCMASTER-CARR	T-STRAINER, PROPANE TORCH	WASTE WATER TREATMENT	203.53
	MCMASTER-CARR	CPVC PIPE FITTINGS	WASTE WATER TREATMENT	296.78
167797	MOUNTAIN MIST	WATER COOLER/BOTTLED	WASTE WATER TREATMENT	3.19
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	3.19
	MOUNTAIN MIST		SEWER MAIN COLLECTION	3.19
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	12.76
	MOUNTAIN MIST		SEWER MAIN COLLECTION	12.76
	MOUNTAIN MIST		WASTE WATER TREATMENT	12.77
167798	NAPA AUTO PARTS	SNOWPLOW MOUNTED LIGHTS	ER&R	62.62
	NAPA AUTO PARTS	SNOWPLOW EDGE MARKERS	ER&R	222.39
	NAPA AUTO PARTS	LAMPS, OIL/AIR/FUEL FILTERS	ER&R	2,073.62
167799	NATURAL RESOURCES	AQUATIC PRIVATE MARINA	STORM DRAINAGE	8.99
167800	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,375.57
167801	OVERLAKE HOSPITAL	PRE-EMPLOYMENT - WALTERS	POLICE ADMINISTRATION	2,757.30
167802	PACIFIC POWER BATTER	CONNECTORS	SEWER LIFT STATION	3.02
	PACIFIC POWER BATTER	CORE CHARGE	WASTE WATER TREATMENT	25.34
	PACIFIC POWER BATTER	BATTERIES	WASTE WATER TREATMENT	1,002.80
167803	PACIFIC TOPSOILS	DUMP CLEAN GREENS AND FEE	PARK & RECREATION FAC	24.70
	PACIFIC TOPSOILS	DUMP OF CLEAN GREENS AND FEE	PARK & RECREATION FAC	37.05
	PACIFIC TOPSOILS	BRUSH/SHOP HAUL OFF	ROADSIDE VEGETATION	74.10
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	123.50
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	172.90
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	181.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	181.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	181.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	197.60
167804	PATTI FREDLEY	UTILITY BILLING REFUND	GARBAGE	9.92
167805	PERTEET ENGINEERING	PROFESSIONAL SERVICE	CAPITAL EXPENDITURES	16,223.50
	PERTEET ENGINEERING		CAPITAL EXPENDITURES	18,970.00
	PERTEET ENGINEERING		CAPITAL EXPENDITURES	25,953.50
167806	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	-259.11
	PGC INTERBAY LLC		MAINTENANCE	47.20
	PGC INTERBAY LLC		MAINTENANCE	70.52
	PGC INTERBAY LLC		MAINTENANCE	120.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/31/2024 TO 1/31/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167806	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF	MAINTENANCE	161.69
	PGC INTERBAY LLC		PRO-SHOP	206.27
	PGC INTERBAY LLC		MAINTENANCE	285.69
	PGC INTERBAY LLC		MAINTENANCE	623.00
	PGC INTERBAY LLC		MAINTENANCE	773.68
	PGC INTERBAY LLC		PRO-SHOP	1,180.00
	PGC INTERBAY LLC		PRO-SHOP	1,835.73
	PGC INTERBAY LLC		MAINTENANCE	2,449.15
	PGC INTERBAY LLC		GOLF COURSE	5,071.43
	PGC INTERBAY LLC		MAINTENANCE	7,617.89
	PGC INTERBAY LLC	REIMBURSEMENT TO GOLF	PRO-SHOP	9,152.31
	PGC INTERBAY LLC		MAINTENANCE	16,654.45
167807	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-4.52
	POLICE & SHERIFFS PR		POLICE PATROL	52.57
167808	POSTAL SERVICE	POSTAGE - PERMIT #80 STANDARD MAIL	RECREATION SERVICES	6,477.90
167809	PRIMM, ROBERT	CEU'S, TRAVEL PERDIEM	UTIL ADMIN	222.00
167810	PROFORCE LAW ENFORC	GUN PARTS	POLICE TRAINING-FIREARMS	5,348.17
167811	PUD	ACCT #223806431	SEWER LIFT STATION	9.14
	PUD	ACCT #205136245	SEWER LIFT STATION	17.49
	PUD	ACCT #202461034	UTIL ADMIN	24.75
	PUD	ACCT #204933311	PUMPING PLANT	26.77
	PUD	ACCT #202012589	PARK & RECREATION FAC	28.75
	PUD	ACCT #201065281	PARK & RECREATION FAC	31.52
	PUD	ACCT #202476438	SEWER LIFT STATION	32.65
	PUD	ACCT #201668043	PARK & RECREATION FAC	36.07
	PUD	ACCT #202178158	SEWER LIFT STATION	38.63
	PUD	ACCT #201610185	TRANSPORTATION	40.65
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	40.70
	PUD	ACCT #201672136	SEWER LIFT STATION	40.90
	PUD	ACCT #201046380	PARK & RECREATION FAC	44.86
	PUD	ACCT #202140489	TRANSPORTATION	56.39
	PUD	ACCT #200571842	TRANSPORTATION	58.57
	PUD	ACCT #203005160	STREET LIGHTING	61.31
	PUD	ACCT #202694337	TRANSPORTATION	73.87
	PUD	ACCT #200827277	TRANSPORTATION	75.75
	PUD	ACCT #202368544	TRANSPORTATION	76.46
	PUD	ACCT #220792733	STREET LIGHTING	87.84
	PUD	ACCT #202557450	STREET LIGHTING	88.85
	PUD	ACCT #202143111	TRANSPORTATION	94.51
	PUD	ACCT #200084036	TRANSPORTATION	107.24
	PUD	ACCT #222871949	PARK & RECREATION FAC	116.21
	PUD	ACCT #203231006	TRANSPORTATION	118.33
	PUD	ACCT #201670890	TRANSPORTATION	129.19
	PUD	ACCT #220761803	OPERA HOUSE	164.59
	PUD	ACCT #203223458	PARK & RECREATION FAC	185.19
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	198.83
	PUD	ACCT #202463543	SEWER LIFT STATION	199.36
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	206.69
	PUD	ACCT #202368551	PARK & RECREATION FAC	216.23
	PUD	ACCT #200070449	TRANSPORTATION	255.13
	PUD	ACCT #223013277	AFFORDABLE HOUSING	259.44
	PUD	ACCT #202000329	PARK & RECREATION FAC	298.44
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	310.97
	PUD	ACCT #201247699	STREET LIGHTING	389.49
	PUD	ACCT #201021607	PARK & RECREATION FAC	401.45

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #201021698	PARK & RECREATION FAC	452.86
	PUD	ACCT #220761175	OPERA HOUSE	490.92
	PUD	ACCT #200625382	SEWER LIFT STATION	497.36
	PUD	ACCT #202499489	PARK & RECREATION FAC	707.38
	PUD	ACCT #200223857	PARK & RECREATION FAC	951.43
	PUD	DISCONNECT EFMR'S	CAPITAL EXPENDITURES	970.81
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,032.73
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,204.48
	PUD	ACCT #200586485	SEWER LIFT STATION	1,402.58
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	12,831.01
167812	PUGET SOUND CLEAN	2024 DUES ASSESSMENT	NON-DEPARTMENTAL	54,393.00
167813	REECE TRUCKING	MATERIAL DISPOSAL	WATER FILTRATION PLANT	43.40
	REECE TRUCKING		WATER FILTRATION PLANT	428.00
167814	RIGHT SYSTEMS, INC.	NUTANIX SUPPORT	IS REPLACEMENT ACCOUNTS	3,388.46
167815	SAN DIEGO POLICE EQU	AMMO	POLICE TRAINING-FIREARMS	6,940.29
167816	SAVIBANK	RETAINAGE TO BANK	CITY FACILITIES	13,943.38
167817	SCICLUNA, ANTHONY &	UTILITY BILLING REFUND	WATER/SEWER OPERATION	233.68
167818	SHI INTERNATIONAL	LICENSING TRUE-UP - M365	COMPUTER SERVICES	385.37
	SHI INTERNATIONAL		COMPUTER SERVICES	1,279.06
	SHI INTERNATIONAL		COMPUTER SERVICES	7,954.78
	SHI INTERNATIONAL		COMPUTER SERVICES	61,161.12
	SHI INTERNATIONAL		COMPUTER SERVICES	115,931.49
167819	SKAGIT HOSPITAL	INMATE MEDICAL CARE	DETENTION & CORRECTION	639.00
167820	SMITH, GREG & LEANNE	UTILITY BILLING REFUND	WATER/SEWER OPERATION	231.38
167821	SNO CO AUDITOR	VOTER REGISTRATION	FINANCIAL & RECORDS	96,921.09
167822	SNO CO SHERIFF & POL	SCSCPA DUES - SCAIRPON	POLICE ADMINISTRATION	75.00
167823	SNO CO TREASURER	INMATE MEDICAL CARE	DETENTION & CORRECTION	11,604.62
167824	SOUND PUBLISHING	CITY ORDINANCE 3301	CITY CLERK	27.64
167825	SOUND SAFETY	RUBBER BOOTS	STORM DRAINAGE	162.85
	SOUND SAFETY		STORM DRAINAGE	168.31
	SOUND SAFETY	UNIFORM - TINSLEY	SOLID WASTE OPERATIONS	390.59
167826	SPRAGUE PEST SOLUTION	RODENT EXTERIOR SERVICE	SOLID WASTE OPERATIONS	76.58
	SPRAGUE PEST SOLUTION		MAINT OF GENL PLANT	76.58
	SPRAGUE PEST SOLUTION	EXTERIOR RODENT SERVICE	MAINT OF GENL PLANT	153.16
167827	SPRINGBROOK NURSERY	BACKFILL - SIDE WALK REPAIR	SIDEWALK MAINTENANCE	20.77
	SPRINGBROOK NURSERY	GRAVEL	GMA-PARKS	65.28
167828	STONEWAY ELECTRIC	CIRCUIT BREAKER	SOURCE OF SUPPLY	70.11
167829	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,679.35
167830	SUPERIOR RESTROOMS	SERVICE ON UNIT #16512	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	RESTROOM RENTALS	PARK & RECREATION FAC	295.00
	SUPERIOR RESTROOMS	RESTROOM RENTAL #340HC	PARK & RECREATION FAC	343.46
167831	TESSCO INC	ANTENNA/CABLES	ER&R	78.24
	TESSCO INC		ER&R	467.50
167832	TRANPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	15,155.00
167833	TRANSPORTATION, DEPT	PROJECT COST - DEC 2023	GMA - STREET	1,903.96
167834	TRICO COMPANIES, LLC	EVIDENCE BUILDING/RETAINAGE	CITY FACILITIES	-13,943.38
	TRICO COMPANIES, LLC		CAPITAL EXPENDITURES	305,081.17
167835	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	1,936.27
167836	USA BLUEBOOK	LEAD FREE ADAPTERS	WATER DIST MAINS	299.99
	USA BLUEBOOK	SUPPLIES	SUNNYSIDE FILTRATION PLANT	601.99
	USA BLUEBOOK	COLORIMETERS, TURBID METER KIT	WATER QUAL TREATMENT	11,773.58
167837	WASHINGTON ENERGY SV	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	78.40
	WASHINGTON ENERGY SV		COMMUNITY DEVELOPMENT	112.00
167838	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	989.42

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167839	WHISTLE WORKWEAR	UNIFORM - HUDON	GENERAL	163.19
	WHISTLE WORKWEAR	UNIFORM - THOMAS	UTIL ADMIN	168.11
	WHISTLE WORKWEAR	UNIFORM - LUNDGREN	UTIL ADMIN	168.14
	WHISTLE WORKWEAR	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	174.05
	WHISTLE WORKWEAR	UNIFORM - HUDON	GENERAL	197.79
	WHISTLE WORKWEAR	UNIFORM - SANDRE-GOMEZ	GENERAL	197.79
	WHISTLE WORKWEAR	UNIFORM - THOMAS	UTIL ADMIN	202.75
	WHISTLE WORKWEAR	UNIFORM - LUNGREN	UTIL ADMIN	204.71
	WHISTLE WORKWEAR	UNIFORM - MARTINSON	UTIL ADMIN	217.59
	WHISTLE WORKWEAR	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	219.79
	WHISTLE WORKWEAR	UNIFORM - MARTINSON	UTIL ADMIN	227.46
	WHISTLE WORKWEAR	UNIFORM - CALLAHAN	GENERAL	227.48
	WHISTLE WORKWEAR	UNIFORM - FRISINGER	GENERAL	232.41
	WHISTLE WORKWEAR	UNIFORM - DIAMOND	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - HUDON	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - SANDRE-GOMEZ	GENERAL	250.00
	WHISTLE WORKWEAR	UNIFORM - MEYER	SOLID WASTE OPERATIONS	291.21
	WHISTLE WORKWEAR	UNIFORM - FERRARO	SOLID WASTE OPERATIONS	356.03
167840	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	37.72
	ZIPLY FIBER		COMMUNITY	37.72
	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.62
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	77.87
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.49
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.71
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	124.28
167841	ZIPLY FIBER	POTS LINES	POLICE ADMINISTRATION	47.10
	ZIPLY FIBER		POLICE PATROL	47.10
	ZIPLY FIBER		COMMUNICATION CENTER	47.10
	ZIPLY FIBER		UTILITY BILLING	47.10
	ZIPLY FIBER		GENERAL	47.10
	ZIPLY FIBER		GOLF ADMINISTRATION	47.10
	ZIPLY FIBER		COMMUNITY	94.20
	ZIPLY FIBER		DETENTION & CORRECTION	94.20
	ZIPLY FIBER		OFFICE OPERATIONS	94.20
	ZIPLY FIBER		GOLF ADMINISTRATION	94.20
	ZIPLY FIBER		CITY HALL	141.30
	ZIPLY FIBER		RECREATION SERVICES	188.40
	ZIPLY FIBER		WASTE WATER TREATMENT	235.50
	ZIPLY FIBER		UTIL ADMIN	235.50

WARRANT TOTAL: 2,289,474.51

COMMONSTREET CONSULTING, LLC INITIATOR ERROR VOID 167653 \$45,309.57

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$2,244,164.94



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Lake Goodwin Standpipe Replacement Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the contract with Reece Construction Company for the Lake Goodwin Standpipe Replacement Project in the amount of \$238,832.00 and approve a \$23,883.00 management reserve for a total allocation of \$262,715.00.

SUMMARY:

The Lake Goodwin Standpipe Replacement Project will construct a replacement for the existing failing potable water standpipe at the City's Lake Goodwin well site. The replacement will consist of a fabricated high density polyethylene (HDPE) standpipe, foundation, plumbing, controls, and appurtenances. Following construction, cleaning, and testing, the existing standpipe will be demolished and disposed of offsite. The project also includes site improvements for use by the Contractor during the construction, which the City will be able to utilize for site maintenance and future site work.

Bids for the project were opened on January 4, 2024. A total of fourteen (14) bids were received as shown on the certified Bid Tab. Reece Construction Company was lowest responsible and responsive bidder with a bid of \$238,832.00 including sales tax. The Engineer's Estimate for the project is \$361,030.94. The apparent low bidder – PELLCO Construction, LLC., was deemed non-responsive as all required bid forms were not included in the bid proposal package.

References for Reece Construction Company have been check and staff recommend award in the amount of \$238,832.00 including sales tax. Staff also recommend that Council authorize a ten-percent management reserve of \$23,832.00 for a total allocation of \$262,715.00.

ATTACHMENTS:

[W2104_Public Works Contract_Reece.pdf](#)

[W2104_Bid Tab.pdf](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company (Contractor), a Corporation, organized under the laws of the State of Washington, located and doing business at 1607 114th St NE, Tulalip, WA 98271, (the “Contractor”).

WITNESSETH:

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

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

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

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

Lake Goodwin Standpipe Replacement, 40220594.563000 W2104

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within ninety (90) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.

- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is two hundred and thirty eight thousand and eight hundred thirty two (\$238,823.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated January 4, 2024. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Keanae Berger (Contractor Representative) on behalf of the Contractor and by Sam Adlington (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u> _____ _____ _____	<u>City:</u> City of Marysville Public Works – Attn: Sam Adlington 501 Delta Ave Marysville, WA 98270
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VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____ (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 4, 2024 at 10:00 a.m.

Lake Goodwin Standpipe Replacement Project, Project No. W2104

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Slateco, LLC.		Clearwater Excavation, LLC.		Colacurcio Brothers, Inc.		Kornerup Construction, Inc.		Pelco Construction, Inc.	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization, Demobilization, Site Preparation, and Cleanup (10% Maximum)	1	LS	\$ 29,910.00	\$ 29,910.00	\$23,000.00	\$ 23,000.00	\$ 27,500.00	\$ 27,500.00	\$ 28,000.00	\$ 28,000.00	\$ 26,000.00	\$ 26,000.00	\$ 20,500.00	\$ 20,500.00
2	Temporary Sedimentation and Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00	\$ 18,000.00	\$ 18,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,400.00	\$ 8,400.00
3	Trench Safety and Shoring	1	LS	\$ 1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
4	Site Work	1	LS	\$ 139,000.00	\$ 139,000.00	\$21,000.00	\$ 21,000.00	\$ 32,000.00	\$ 32,000.00	\$ 80,000.00	\$ 80,000.00	\$ 70,000.00	\$ 70,000.00	\$ 62,120.00	\$ 62,120.00
5	Reservior Foundation	1	LS	\$ 10,000.00	\$ 10,000.00	\$19,000.00	\$ 19,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,800.00	\$ 17,800.00
6	HDPE Standpipe Reservior	1	LS	\$ 80,000.00	\$ 80,000.00	\$141,000.00	\$ 141,000.00	\$ 97,000.00	\$ 97,000.00	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00	\$ 69,700.00	\$ 69,700.00
7	Removal of Existing Standpipe Reservior	1	LS	\$ 30,000.00	\$ 30,000.00	\$6,000.00	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 6,230.00	\$ 6,230.00
8	Electrical	1	LS	\$ 17,600.00	\$ 17,600.00	\$15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
9	Construction Records and O&M Manual	1	LS	\$ 5,000.00	\$ 5,000.00	\$1,000.00	\$ 1,000.00	\$ 8,500.00	\$ 8,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,400.00	\$ 4,400.00
10	Testing, Startup, and Training (\$5,000 Minimum)	1	LS	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,900.00	\$ 5,900.00
11	Minor Change (\$10,000)	1	FA	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal					\$330,010.00		\$244,000.00		\$290,000.00		\$303,500.00		\$264,000.00		\$209,650.00
Sales Tax (9.4%)					\$31,020.94		\$22,936.00		\$27,260.00		\$28,529.00		\$24,816.00		\$19,707.10
TOTAL BID					\$361,030.94		\$266,936.00		\$317,260.00		\$332,029.00		\$288,816.00		\$229,357.10



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

Bid package missing required item #6 on the Bidder's Checklist - Certificate of Compliance with Wage Payment Statutes. Per Standard Specification 1-2.06, this form must be submitted collectively with the Bid Proposal. As such this bid is non-responsive.



**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 4, 2024 at 10:00 a.m.

Lake Goodwin Standpipe Replacement Project, Project No. W2104

Responsible / Responsive
Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	McClure and Sons, Inc.		WSB Excavation and Utilities, LLC.		SRV Construction, Inc.		Earthwork Solutions, LLC		Trimaxx Construction, Inc.		Reece Construction Company	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization, Demobilization, Site Preparation, and Cleanup (10% Maximum)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 13,500.00	\$ 13,500.00	\$ 18,000.00	\$ 18,000.00	\$ 17,310.79	\$ 17,310.79
2	Temporary Sedimentation and Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,450.00	\$ 3,450.00	\$ 2,400.00	\$ 2,400.00	\$ 3,600.00	\$ 3,600.00
3	Trench Safety and Shoring	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,875.00	\$ 2,875.00	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00
4	Site Work	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 45,500.00	\$ 45,500.00	\$ 72,450.00	\$ 72,450.00	\$ 56,000.00	\$ 56,000.00	\$ 57,000.00	\$ 57,000.00
5	Reservior Foundation	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ 41,000.00	\$ 41,000.00	\$ 30,590.00	\$ 30,590.00	\$ 40,000.00	\$ 40,000.00	\$ 33,000.00	\$ 33,000.00
6	HDPE Standpipe Reservior	1	LS	\$ 146,296.00	\$ 146,296.00	\$ 100,000.00	\$ 100,000.00	\$ 138,750.00	\$ 138,750.00	\$ 85,100.00	\$ 85,100.00	\$ 138,000.00	\$ 138,000.00	\$ 69,000.00	\$ 69,000.00
7	Removal of Existing Standpipe Reservior	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,200.00	\$ 9,200.00	\$ 31,000.00	\$ 31,000.00	\$ 10,000.00	\$ 10,000.00
8	Electrical	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 32,000.00	\$ 32,000.00	\$ 14,420.00	\$ 14,420.00	\$ 8,050.00	\$ 8,050.00	\$ 12,000.00	\$ 12,000.00	\$ 7,800.00	\$ 7,800.00
9	Construction Records and O&M Manual	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,950.00	\$ 1,950.00	\$ 2,875.00	\$ 2,875.00	\$ 900.00	\$ 900.00	\$ 1,600.00	\$ 1,600.00
10	Testing, Startup, and Training (\$5,000 Minimum)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,280.00	\$ 8,280.00	\$ 5,000.00	\$ 5,000.00	\$ 7,200.00	\$ 7,200.00
11	Minor Change (\$10,000)	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal					\$291,296.00		\$336,000.00		\$303,120.00		\$246,370.00		\$314,700.00		\$218,310.79
Sales Tax (9.4%)					\$27,381.82		\$31,584.00		\$28,493.28		\$23,158.78		\$29,581.80		\$20,521.21
TOTAL BID					\$318,677.82		\$367,584.00		\$331,613.28		\$269,528.78		\$344,281.80		\$238,832.00



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

City of Marysville
Certified Bid Tabulation
Lake Goodwin Standpipe Replacement Project, Project No. W2104

ITEM NO.	ITEM	QUANTITY	UNIT	Road Construction Northwest, Inc.		Excavation West, Inc.		Gary Harper Construction, Inc.	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization, Demobilization, Site Preparation, and Cleanup (10% Maximum)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,489.94	\$ 30,489.94	\$ 27,700.00	\$ 27,700.00
2	Temporary Sedimentation and Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 21,834.79	\$ 21,834.79	\$ 2,800.00	\$ 2,800.00
3	Trench Safety and Shoring	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	Site Work	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 91,130.39	\$ 91,130.39	\$ 103,100.00	\$ 103,100.00
5	Reservior Foundation	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 21,187.53	\$ 21,187.53	\$ 22,600.00	\$ 22,600.00
6	HDPE Standpipe Reservior	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 68,427.68	\$ 68,427.68	\$ 88,700.00	\$ 88,700.00
7	Removal of Existing Standpipe Reservior	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 12,363.39	\$ 12,363.39	\$ 13,200.00	\$ 13,200.00
8	Electrical	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 17,017.75	\$ 17,017.75	\$ 10,000.00	\$ 10,000.00
9	Construction Records and O&M Manual	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 2,500.00	\$ 2,500.00
10	Testing, Startup, and Training (\$5,000 Minimum)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00
11	Minor Change (\$10,000)	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal				\$252,000.00		\$278,701.47		\$288,600.00	
Sales Tax (9.4%)				\$23,688.00		\$26,197.94		\$27,128.40	
TOTAL BID				\$275,688.00		\$304,899.41		\$315,728.40	



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - State Ave NHS Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the State NHS Project contract to Reece Construction Company in the amount of \$1,311,806.00 and approve a management reserve of \$131,180.00 for a total allocation of \$1,442,986.00.

SUMMARY:

The City has been awarded \$2,690,500 from the WSDOT National Highway System (NHS) Asset Management Program for the State Avenue Corridor Pavement Preservation NHS Project between 1st Street and Grove Street. The awarded funds include costs of construction, construction management and material testing.

The project includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards for the segment of State Avenue between 1st Street and Grove Street.

Bids for the project were opened on January 18, 2024. A total of seven (7) bids were received as shown on the certified Bid Tab. Reece Construction Company was lowest responsible and responsive bidder with a bid of \$1,311,806.00. The Engineer's Estimate for the project is \$2,371,250.20.

References for Reece Construction Company have been checked and WSDOT concurrence to award the project was issued on January 26, 2024. Staff recommend award in the amount of \$1,311,806.00 and that Council authorize a ten-percent (10%) management reserve of \$131,180.00 for a total allocation of \$1,442,986.00. Construction is fully funded by the NHS grant.

ATTACHMENTS:

[R2107_Certified Bid Tab.pdf](#)

[R2107_Contract Document.pdf](#)

City of Marysville
 Certified Bid Tabulation
 State Ave Corridor Pavement Preservation Project NHS, Project No. R2107

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		In Depth Excavation		Lakeside Industries Inc.		Faber Construction Corporation		SRV Construction Inc.		Granite Construction Company		Reece Construction Company		New X Inc.		
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE
1	Minor Change, Force Account	1	FA	\$ 24,068.00	\$ 24,068.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Roadway Surveying, Lump Sum	1	LS	\$ 9,627.20	\$ 9,627.20	\$6,750.00	\$ 6,750.00	\$ 8,000.00	\$ 8,000.00	\$ 9,096.00	\$ 9,096.00	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 11,500.00	\$ 11,500.00	\$ 7,293.00	\$ 7,293.00	
3	ADA Features Surveying, Lump Sum	1	LS	\$ 24,068.00	\$ 24,068.00	\$6,750.00	\$ 6,750.00	\$ 8,000.00	\$ 8,231.00	\$ 8,231.00	\$ 7,500.00	\$ 7,500.00	\$ 4,100.00	\$ 4,100.00	\$ 2,300.00	\$ 2,300.00	\$ 6,600.00	\$ 6,600.00		
4	Record Drawings (minimum bid \$2,000), Lump Sum	1	LS	\$ 2,406.80	\$ 2,406.80	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,274.00	\$ 3,274.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,000.00	\$ 2,000.00	
5	SPCC Plan, Lump Sum	1	LS	\$ 1,805.10	\$ 1,805.10	\$1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,211.00	\$ 1,211.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	
6	Mobilization, Lump Sum	1	LS	\$ 155,238.60	\$ 155,238.60	\$65,000.00	\$ 65,000.00	\$ 105,000.00	\$ 105,000.00	\$ 103,572.00	\$ 103,572.00	\$ 177,000.00	\$ 177,000.00	\$ 142,000.00	\$ 142,000.00	\$ 65,500.00	\$ 65,500.00	\$ 200,000.00	\$ 200,000.00	
7	Other Temporary Traffic Control Devices, Lump Sum	1	LS	\$ 81,004.00	\$ 81,004.00	\$10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,489.00	\$ 50,489.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 11,200.00	\$ 11,200.00	\$ 124,000.00	\$ 124,000.00	
8	Portable Changeable Message Sign, Hour	1,600	HR	\$ 15.40	\$ 24,640.00	\$5.00	\$ 8,000.00	\$ 16.00	\$ 25,600.00	\$ 9.00	\$ 14,400.00	\$ 9.70	\$ 15,520.00	\$ 7.00	\$ 11,200.00	\$ 8.00	\$ 12,800.00	\$ 5.00	\$ 8,000.00	
9	Contractor Provided Uniformed Police Officer, Hour	40	HR	\$ 239.80	\$ 9,592.00	\$170.00	\$ 6,800.00	\$ 180.00	\$ 7,200.00	\$ 190.00	\$ 7,600.00	\$ 175.00	\$ 7,000.00	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00	\$ 191.00	\$ 7,640.00	
10	Flaggers, Hour	180	HR	\$ 113.30	\$ 20,394.00	\$75.00	\$ 13,500.00	\$ 90.00	\$ 16,200.00	\$ 81.00	\$ 14,580.00	\$ 91.00	\$ 16,380.00	\$ 80.00	\$ 14,400.00	\$ 75.00	\$ 13,500.00	\$ 81.00	\$ 14,580.00	
11	Work Zone Safety Contingency, Force Account	1	FA	\$ 30,085.00	\$ 30,085.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
12	Traffic Control Labor, Hour	360	HR	\$ 93.50	\$ 33,660.00	\$70.00	\$ 25,200.00	\$ 95.00	\$ 34,200.00	\$ 81.00	\$ 29,160.00	\$ 96.00	\$ 34,560.00	\$ 95.00	\$ 34,200.00	\$ 75.00	\$ 27,000.00	\$ 88.00	\$ 31,680.00	
13	Traffic Control Supervisor, Lump Sum	1	LS	\$ 38,989.50	\$ 38,989.50	\$20,000.00	\$ 20,000.00	\$ 150,000.00	\$ 150,000.00	\$ 41,410.00	\$ 41,410.00	\$ 21,000.00	\$ 21,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 31,680.00	\$ 31,680.00	
14	Removing Cement Conc. Sidewalk, Square Yard	495	SY	\$ 35.20	\$ 17,424.00	\$30.00	\$ 14,850.00	\$ 65.00	\$ 32,175.00	\$ 24.00	\$ 11,880.00	\$ 35.00	\$ 17,325.00	\$ 95.00	\$ 47,025.00	\$ 60.00	\$ 29,700.00	\$ 35.00	\$ 17,325.00	
15	Removing Cement Conc. Curb, Linear Foot	410	LF	\$ 35.20	\$ 14,432.00	\$20.00	\$ 8,200.00	\$ 45.00	\$ 18,450.00	\$ 11.00	\$ 4,510.00	\$ 21.00	\$ 8,610.00	\$ 55.00	\$ 22,550.00	\$ 40.00	\$ 16,400.00	\$ 35.00	\$ 14,350.00	
16	Trimming and Cleanup, Lump Sum	1	LS	\$ 9,627.20	\$ 9,627.20	\$5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 43,622.00	\$ 43,622.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,400.00	\$ 2,400.00	\$ 50,000.00	\$ 50,000.00	
17	Pavement Repair Excavation Incl. Haul, Square Yard	580	SY	\$ 113.30	\$ 65,714.00	\$950.00	\$ 551,000.00	\$ 175.00	\$ 101,500.00	\$ 12.00	\$ 6,960.00	\$ 34.00	\$ 19,720.00	\$ 55.00	\$ 31,900.00	\$ 48.00	\$ 27,840.00	\$ 52.00	\$ 30,160.00	
18	Planning Bituminous Pavement, Square Yard	28,930	SY	\$ 14.30	\$ 413,699.00	\$3.00	\$ 86,790.00	\$ 4.00	\$ 115,720.00	\$ 4.00	\$ 115,720.00	\$ 3.00	\$ 86,790.00	\$ 2.00	\$ 57,860.00	\$ 4.00	\$ 115,720.00	\$ 5.00	\$ 144,650.00	
19	HMA LC, 1/2-IN. PG 58H-22, Ton	3,310	Ton	\$ 192.50	\$ 637,175.00	\$135.00	\$ 446,850.00	\$ 125.00	\$ 413,750.00	\$ 164.00	\$ 542,840.00	\$ 129.50	\$ 428,645.00	\$ 122.00	\$ 403,820.00	\$ 115.00	\$ 380,650.00	\$ 125.00	\$ 413,750.00	
20	Adjust Manhole, Each	17	EA	\$ 1,082.40	\$ 18,400.80	\$1,500.00	\$ 25,500.00	\$ 1,200.00	\$ 20,400.00	\$ 1,392.00	\$ 23,664.00	\$ 1,360.00	\$ 23,120.00	\$ 1,000.00	\$ 17,000.00	\$ 975.00	\$ 16,575.00	\$ 750.00	\$ 12,750.00	
21	Adjust Catch Basin, Each	36	EA	\$ 962.50	\$ 34,650.00	\$1,200.00	\$ 43,200.00	\$ 1,400.00	\$ 50,400.00	\$ 1,220.00	\$ 43,920.00	\$ 1,360.00	\$ 48,960.00	\$ 750.00	\$ 27,000.00	\$ 200.00	\$ 7,200.00	\$ 750.00	\$ 27,000.00	
22	Adjust Valve Box, Each	34	EA	\$ 601.70	\$ 20,457.80	\$1,000.00	\$ 34,000.00	\$ 1,000.00	\$ 34,000.00	\$ 862.00	\$ 29,308.00	\$ 665.00	\$ 22,610.00	\$ 750.00	\$ 25,500.00	\$ 900.00	\$ 30,600.00	\$ 400.00	\$ 13,600.00	
23	Erosion Control and Water Pollution Prevention, Lump Sum	1	LS	\$ 6,017.00	\$ 6,017.00	\$2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 35,692.00	\$ 35,692.00	\$ 2,950.00	\$ 2,950.00	\$ 7,500.00	\$ 7,500.00	\$ 2,400.00	\$ 2,400.00	\$ 150,000.00	\$ 150,000.00	
24	Inlet Protection, Each	99	EA	\$ 169.40	\$ 16,770.60	\$40.00	\$ 3,960.00	\$ 86.00	\$ 8,514.00	\$ 148.00	\$ 14,652.00	\$ 90.00	\$ 8,910.00	\$ 60.00	\$ 5,940.00	\$ 50.00	\$ 4,950.00	\$ 100.00	\$ 9,900.00	
25	Topsoil Type B, Cubic Yard	2	CY	\$ 78.10	\$ 156.20	\$35.00	\$ 70.00	\$ 1,000.00	\$ 2,000.00	\$ 262.00	\$ 524.00	\$ 177.00	\$ 354.00	\$ 50.00	\$ 100.00	\$ 125.00	\$ 250.00	\$ 1,500.00	\$ 3,000.00	
26	PSIPE ACER Plantainoides (Crimson Sentry), Each	1	EA	\$ 902.00	\$ 902.00	\$400.00	\$ 400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,310.00	\$ 1,310.00	\$ 1,160.00	\$ 1,160.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	
27	Cement Conc. Traffic Curb and Gutter, Linear Foot	404	LF	\$ 113.30	\$ 45,773.20	\$100.00	\$ 40,400.00	\$ 40.00	\$ 16,160.00	\$ 52.00	\$ 21,008.00	\$ 67.00	\$ 27,068.00	\$ 88.00	\$ 35,552.00	\$ 65.00	\$ 26,260.00	\$ 82.00	\$ 33,128.00	
28	Cement Conc. Pedestrian Curb, Linear Foot	20	LF	\$ 113.30	\$ 2,266.00	\$150.00	\$ 3,000.00	\$ 33.00	\$ 660.00	\$ 52.00	\$ 1,040.00	\$ 73.50	\$ 1,470.00	\$ 95.00	\$ 1,900.00	\$ 55.00	\$ 1,100.00	\$ 78.00	\$ 1,560.00	
29	Raised Pavement Marker Type 2, Hundred	3.00	Hund	\$ 2,406.80	\$ 7,220.40	\$1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,244.00	\$ 3,732.00	\$ 1,120.00	\$ 3,360.00	\$ 1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,200.00	\$ 3,600.00	
30	Adjust Monument Cases and Cover, Each	10	EA	\$ 721.60	\$ 7,216.00	\$1,000.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,292.00	\$ 22,920.00	\$ 970.00	\$ 9,700.00	\$ 850.00	\$ 8,500.00	\$ 1,150.00	\$ 11,500.00	\$ 650.00	\$ 6,500.00	
31	Cement Conc. Sidewalk, Square Yard	390	SY	\$ 132.00	\$ 51,480.00	\$155.00	\$ 60,450.00	\$ 85.00	\$ 33,150.00	\$ 119.00	\$ 46,410.00	\$ 140.00	\$ 54,600.00	\$ 170.00	\$ 66,300.00	\$ 111.00	\$ 43,290.00	\$ 118.00	\$ 46,020.00	
32	Cement Conc. Curb Ramp Type Parallel, Each	3	EA	\$ 4,813.60	\$ 14,440.80	\$5,250.00	\$ 15,750.00	\$ 4,700.00	\$ 14,100.00	\$ 7,203.00	\$ 21,609.00	\$ 7,525.00	\$ 22,575.00	\$ 4,800.00	\$ 14,400.00	\$ 4,200.00	\$ 12,600.00	\$ 5,408.00	\$ 16,224.00	
33	Cement Conc. Curb Ramp Type Perpendicular, Each	6	EA	\$ 4,813.60	\$ 28,881.60	\$5,250.00	\$ 31,500.00	\$ 4,100.00	\$ 24,600.00	\$ 7,858.00	\$ 47,148.00	\$ 7,500.00	\$ 45,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,366.00	\$ 20,196.00	\$ 3,859.00	\$ 23,154.00	
34	Grinding or Horizontal Cutting of Existing Sidewalk Panels for ADA Compliance, Linear Foot	20	LF	\$ 71.50	\$ 1,430.00	\$1,500.00	\$ 30,000.00	\$ 100.00	\$ 2,000.00	\$ 33.00	\$ 660.00	\$ 95.00	\$ 1,900.00	\$ 255.00	\$ 5,100.00	\$ 300.00	\$ 6,000.00	\$ 50.00	\$ 1,000.00	
35	Concrete Raising fro Depressed or Settled Panels (Per Sidewalk Panel), Each	3	EA	\$ 1,082.40	\$ 3,247.20	\$3,000.00	\$ 9,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,965.00	\$ 5,895.00	\$ 1,800.00	\$ 5,400.00	\$ 2,400.00	\$ 7,200.00	\$ 2,900.00	\$ 8,700.00	\$ 2,500.00	\$ 7,500.00	
36	Adjust Junction Box, Each	12	EA	\$ 1,805.10	\$ 21,661.20	\$500.00	\$ 6,000.00	\$ 700.00	\$ 8,400.00	\$ 982.00	\$ 11,784.00	\$ 885.00	\$ 10,620.00	\$ 760.00	\$ 9,120.00	\$ 875.00	\$ 10,500.00	\$ 500.00	\$ 6,000.00	
37	Traffic Signal System Modification - State Ave & 3rd St, Lump Sum	1	LS	\$ 37,305.40	\$ 37,305.40	\$45,000.00	\$ 45,000.00	\$ 38,000.00	\$ 38,000.00	\$ 32,218.00	\$ 32,218.00	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ 27,000.00	\$ 28,600.00	\$ 28,600.00	\$ 40,908.00	\$ 40,908.00	
38	Traffic Signal System Modification - State Ave & 4th St, Lump Sum	1	LS	\$ 24,068.00	\$ 24,068.00	\$30,000.00	\$ 30,000.00	\$ 31,000.00	\$ 31,000.00	\$ 20,431.00	\$ 20,431.00	\$ 19,000.00	\$ 19,000.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 26,300.00	\$ 26,300.00	
39	Traffic Signal System Modification - State Ave & 6th St, Lump Sum	1	LS	\$ 86,644.80	\$ 86,644.80	\$100,000.00	\$ 100,000.00	\$ 70,000.00	\$ 70,000.00	\$ 57,627.00	\$ 57,627.00	\$ 52,000.00	\$ 52,000.00	\$ 53,000.00	\$ 53,000.00	\$ 57,000.00	\$ 57,000.00	\$ 94,000.00	\$ 94,000.00	
40	Traffic Signal System Modification - State Ave & 8th St, Lump Sum	1	LS	\$ 37,305.40	\$ 37,305.40	\$45,000.00	\$ 45,000.00	\$ 32,000.00	\$ 32,000.00	\$ 31,957.00	\$ 31,957.00	\$ 29,000.00	\$ 29,000.00	\$ 27,000.00	\$ 27,000.00	\$ 28,300.00	\$ 28,300.00	\$ 39,900.00	\$ 39,900.00	
41	Traffic Signal System Modification - State Ave & 72nd St NE/Grove St, Lump Sum	1	LS	\$ 31,288.40	\$ 31,288.40	\$44,000.00	\$ 44,000.00	\$ 35,000.00	\$ 35,000.00	\$ 31,433.00	\$ 31,433.00	\$ 28,500.00	\$ 28,500.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 39,800.00	\$ 39,800.00	
42	Plastic Line, Linear Foot	16,400	LF	\$ 5.50	\$ 90,200.00	\$27.50	\$ 45,100.00	\$ 3.00	\$ 49,200.00	\$ 3.00	\$ 49,200.00	\$ 2.95	\$ 48,380.00	\$ 2.50	\$ 41,000.00					

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company (Contractor), a profit corporation, organized under the laws of the State of Washington, located and doing business at 1607 114th St NE, Tulalip, WA, (the “Contractor”).

WITNESSETH:

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

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

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

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

**STATE AVENUE CORRIDOR PAVEMENT PRESERVATION NHS,
PROJECT NO. R2107**

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

II. TIME FOR COMPLETION & LIQUIDATED DAMAGES. Physical completion shall be achieved within Forty Five (45) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.

III. COMPENSATION AND METHOD OF PAYMENT. The lump sum/total itemized amount of the Contract is [Contract Amount] (\$ 1,311,806.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated January 18, 2024 . The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

V. INDEMNIFICATION. In addition to any other obligations contained in the Contract Documents,

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

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

C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract

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

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

VI. CONTRACT ADMINISTRATION.

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

<u>Contractor:</u> _____ _____ _____	<u>City:</u> City of Marysville Public Works – Attn: Sam Adlington 501 Delta Ave Marysville, WA 98270
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VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - SR 531/172nd St NE Shoulder Improvements

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the contract for the SR 531/172nd St NE Shoulder Improvements project to Reece Construction Company in the amount of \$180,800.00 and to approve a management reserve of \$18,080.00 for a total allocation of \$198,880.00.

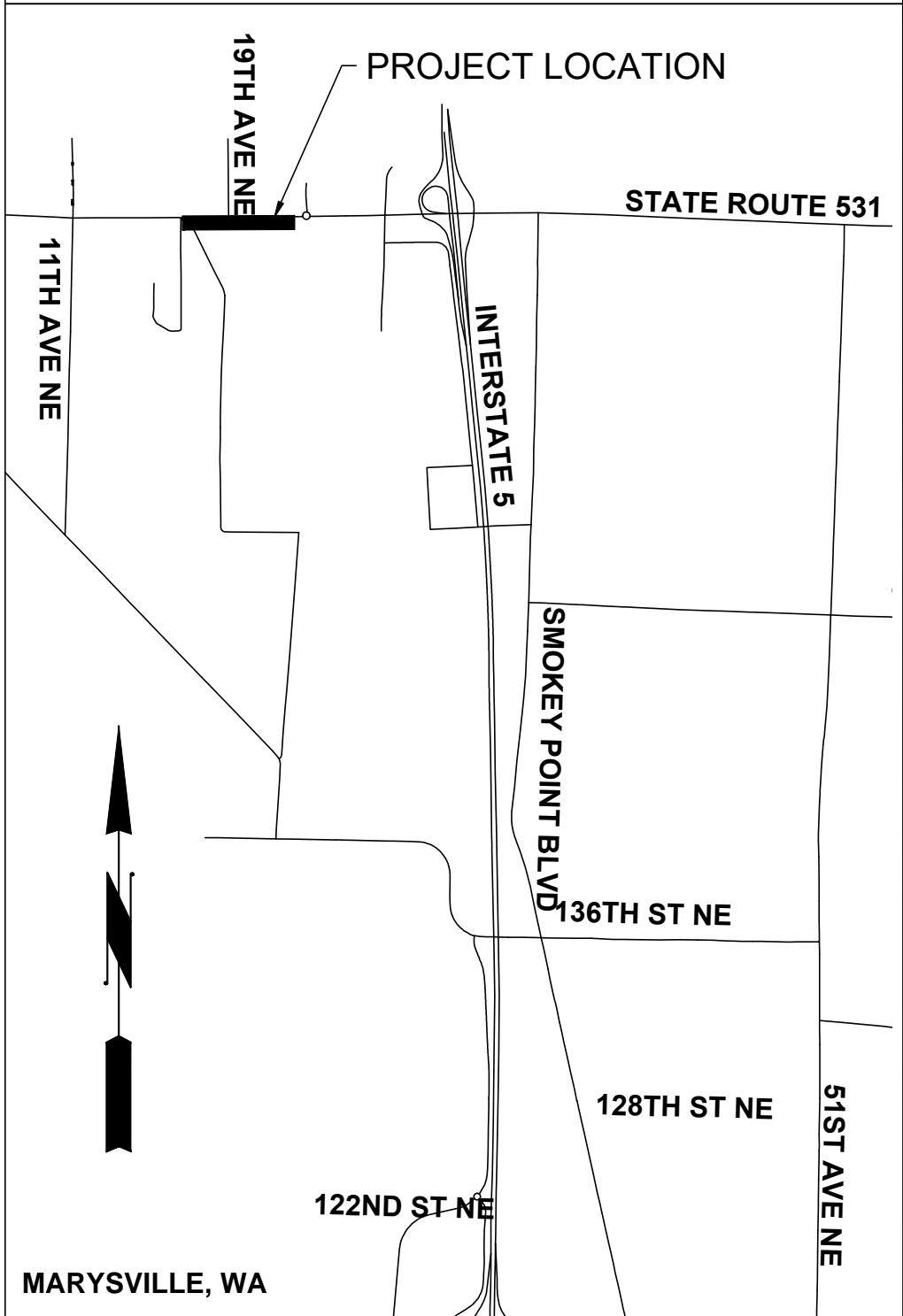
SUMMARY: The SR 531/172nd St NE Shoulder Improvements project will involve minor shoulder widening and improvements along the south side of SR 531 (172nd Street NE) between 16th DR NE and 23rd Ave NE. The aforementioned improvements include the installation of 54 tons of HMA, pavement marking adjustments, delineator posts, and other miscellaneous work.

The project was advertised for a January 23, 2024 bid opening. The City received ten (10) bids as shown on the attached bid tabulation. The apparent low bidder was Reece Construction Company at \$180,800.00. The engineer’s estimate was \$235,577.00. References have been checked and found to be satisfactory. Staff therefore recommends award to the apparent low bidder, Reece Construction Company, in the amount of \$180,800.00 and that Council authorize a ten-percent (10%) management reserve of \$18,080.00 for a total allocation of \$198,880.00.

ATTACHMENTS:
[Vicinity Map.pdf](#)

Certified Bid Tabulation.pdf

SR 531-172nd St NE Shoulder Improvements.pdf



VICINITY MAP

N.T.S.

**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 23, 2024 at 10:00 a.m.

SR 531 / 172nd St NE Shoulder Improvements, Project No. R2403

				Engineer's Estimate		All Terrain Excavating LLC		Colacurcio Brothers, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ 18,000.00	\$ 18,000.00	\$18,100.00	\$ 18,100.00	\$ 15,000.00	\$ 15,000.00
2	Shoulder Improvements	1	LS	\$ 180,577.00	\$ 180,577.00	\$162,900.00	\$ 162,900.00	\$ 153,000.00	\$ 153,000.00
3	Minor Changes	1	LS	\$ 20,000.00	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Rail Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
5	Record Drawings	1	LS	\$ 1,500.00	\$ 1,500.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
6	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$100.00	\$ 100.00	\$ 500.00	\$ 500.00
TOTAL BID				\$235,577.00		\$204,100.00		\$195,500.00	



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 23, 2024 at 10:00 a.m.

SR 531 / 172nd St NE Shoulder Improvements, Project No. R2403

				Always Active Services LLC		Konnerup Construction, Inc.		SRV Construction, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 23,350.00	\$ 23,350.00
2	Shoulder Improvements	1	LS	\$ 132,900.00	\$ 132,900.00	\$ 175,190.00	\$ 175,190.00	\$ 190,000.00	\$ 190,000.00
3	Minor Changes	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Rail Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00
5	Record Drawings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
6	SPCC Plan	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00
TOTAL BID				\$197,900.00		\$223,690.00		\$241,050.00	



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 23, 2024 at 10:00 a.m.

SR 531 / 172nd St NE Shoulder Improvements, Project No. R2403

				Granite Construction Company		Reece Construction Company		Earthwork Solutions LLC	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 13,000.00	\$ 13,000.00	\$ 22,427.00	\$ 22,427.00
2	Shoulder Improvements	1	LS	\$ 187,200.00	\$ 187,200.00	\$ 142,000.00	\$ 142,000.00	\$ 174,940.00	\$ 174,940.00
3	Minor Changes	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Rail Control	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,145.00	\$ 3,145.00
5	Record Drawings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,145.00	\$ 3,145.00
6	SPCC Plan	1	LS	\$ 100.00	\$ 100.00	\$ 800.00	\$ 800.00	\$ 1,887.00	\$ 1,887.00
TOTAL BID				\$239,300.00		\$180,800.00		\$225,544.00	

Responsible / Responsive
Low Bidder



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 23, 2024 at 10:00 a.m.

SR 531 / 172nd St NE Shoulder Improvements, Project No. R2403

				New X Inc.		Kamins Construction Inc	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,680.00	\$ 7,680.00
2	Shoulder Improvements	1	LS	\$ 155,232.00	\$ 155,232.00	\$ 151,197.29	\$ 151,197.29
3	Minor Changes	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Rail Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 9,600.00	\$ 9,600.00
5	Record Drawings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,600.00	\$ 3,600.00
6	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	(no entry)	(no entry)
TOTAL BID					\$193,732.00		\$192,077.29



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms that must be completed in full as requested and submitted collectively as the Bid Proposal package.

- 1. **Statement of Bidder's Qualifications**
- 2. **Bid Proposal Form.** All portions of the Bid Schedule, Bid Additive, Total Bid, Signature Page, and Proof of Authority to Sign Bid must be completed.
- 3. **Bid Deposit and Statement of Intended Surety**
- 4. **Notarized Power-Of-Authority for Surety's Agent to Execute Bid Bond**
- 5. **Acknowledgement of Receipt of Addenda** (on Bid Proposal Signature Page)
- 6. **Certification of Compliance with Wage Payment Statutes**

The successful bidder shall execute and submit the following contract forms following contract award. Bidders are encouraged to carefully examine the included documents:

- 1. **Contract**
The successful bidder shall execute the Contract in two counterparts.
- 2. **Performance Bond**
To be executed by the successful bidder and the bidder's surety company.
- 3. **Payment Bond**
To be executed by the successful bidder and the bidder's surety company.
- 4. **Contractor's Declaration of Option for Management of Statutory Retained Percentage**
The successful bidder shall complete the attached form, and any forms for the retainage option selected that may be required.

PART 2 - BID PROPOSAL DOCUMENTS

The documents contained within this section constitute the formal proposal from the bidder to the City for this project. Failure of the bidder to submit all pages contained in PART 2 with its bid and to accurately complete all applicable forms may be grounds for the Owner to consider the bid non-responsive.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor: Reece Construction Company

Address: PO Box 1531, Marysville, WA 98270

Contact Person: Keanae Berger Phone: 360-659-9600

Contractor has engaged in the construction business under the present firm name indicated for the past 9 years years.

Gross dollar amount of work currently under contract \$ 43,000,000.00

Approximate percentage of current contracts outstanding 44 %

Type of work generally performed by Contractor Civil Highway, Underground Utilities, Paving, Milling, Commercial Buildings, Site Work

List five major projects of a similar nature completed within the last ten years and the gross dollar amount of each project.

<u>City of Marysville 2023 Pavement Preservation Project</u>	<u>\$ 4,153,293.47</u>
<u>City of Everett 2023 Pavement Maintenance Overlay</u>	<u>\$ 1,616,161.61</u>
<u>City of Marysville 2022 Pavement Preservation Project</u>	<u>\$ 1,888,666.00</u>
<u>Pavement Rehabilitation and Safety Improvements Projects</u>	<u>\$ 2,440,331.81</u>
<u>4-Year Utility Improvement & Pavement Preservation Program - Year 2021</u>	<u>\$ 2,139,164.00</u>

List of five major pieces of equipment that are anticipated to be used on the project by the Contractor and ownership of the item.

Owned	Leased	Rented	Description of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>See attached list any of which can be made available for this project</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

Bank References: Bank of America
8815 34th Ave NE, Tulalip, WA 98271
Kelly, 360-653-3467

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor? 4 General Superintendents
That have been employed with Reece Construction Company from 1 to 16 Years

Have you changed bonding companies within the last three years? Yes No

If so, why? N/A

Have you ever sued or been sued by any special district, municipality, county, or state government, concerning a public works contract? Yes No

If so, explain. N/A

If so, name the agencies and reasons therefore. N/A

Disposition of case, if settled: N/A

Washington State UBI No: 602-893-954

Washington State Contractor's Registration No.: REECECC852C7

Washington State Worker's Comp Account No.: 975,038-01

IRS Employer Number: 26-1922636

Or, if individual, Social Security Number: N/A

LIST OF SUBCONTRACTORS
(Contracts Estimated to Cost Over \$1,000,000.00)

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name No Electrical On This Project
Work to be Performed Electrical

Subcontractor Name No Plumbing On This Project
Work to be Performed Plumbing

Subcontractor Name No HVAC On This Project
Work to be Performed HVAC

Subcontractor Name Reece Construction Company to Self Perform
Work to be Performed Structural Steel

Subcontractor Name Reece Construction Company to Self Perform
Work to be Performed Rebar Installation

**LIST OF SUBCONTRACTORS
(All Contracts)**

The City requests, for informational purposes and as a courtesy, that bidders list other Subcontractors, whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.

NOTE: Failure to submit the information requested on this sheet will not result in the City finding the bid non-responsive.

	Subcontractor Name	Type of Work	Approx. Value
(1)	Specialized Pavement Markings	Striping	\$74,507.50
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			

BID PROPOSAL FORM

TO: CITY OF MARYSVILLE
501 DELTA AVENUE
MARYSVILLE, WA 98270

The undersigned bidder declares that the bidder has carefully examined the Project Manual including the Plans and Specifications, Call for Bids, Information for Bidders, Standard Specifications, General and/or Special Provisions, Proposal Documents, Contract Documents, and any other documents relating to the **SR 531/172nd St NE Shoulder Improvements**, has made such investigations as are necessary to determine the premises and conditions to be encountered in the work, will enter into a contract with the City in the form of the Contract enclosed, and will, to the extent required, furnish all labor and materials and perform all work as required for construction of the improvements in strict accordance with the Contract Documents for the unit prices shown on the Bid Schedule.

The bidder further declares that this Proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation mentioned below, and that no officer or employee of the City of Marysville is personally or financially interested, directly or indirectly, in the Proposal or in any purchase of or sale of any materials or supplies for the work to which it relates, or any portion of the profits thereof.

The bidder agrees that it will hold its bid proposal open for forty-five (45) days after the actual date of bid opening and if its proposal is accepted, will timely execute a contract in the form of the contract included herein, will execute and provide all bonds, certifications, and documents required herein, and will timely commence work following execution of the contract. Thereafter, the bidder declares that it will timely complete the work in accordance with the Contract Documents and in the event that the bidder fails to complete the work within the time specified in the Contract Documents, will pay liquidated damages to the City of Marysville per the specifications and requirements of the Contract Documents.

The bidder further agrees that the bid bond or deposit accompanying this bid shall be left in escrow with the City, and that the liquidated damages which the City will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within twenty (20) days of the date on the Notice of Award, then the bid guaranty shall become the property of the City. If, however, the City does not accept this bid or any part thereof within forty-five (45) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

By signing and submitting this Bid Proposal, the bidder swears, under penalty of perjury under the laws of the State of Washington and the laws of the United States, and affirms that the following items are true and correct.

Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

City of Marysville
SR 531/172nd St NE Shoulder Improvements Project
Form Rev. 08/2022

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Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

Anti-Discrimination Certification

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

NOTICE TO ALL BIDDERS

To report rigging activities, call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BID SCHEDULE

SR 531/172nd St NE Shoulder Improvements

Note: Unit prices for all Bid Items must be shown. All entries must be typed or in ink.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	Mobilization 2-09.7	\$13,000.00	\$13,000.00
2	1 LS	Shoulder Improvements, Lump Sum 5-06	\$142,000.00	\$142,000.00
3	1 FA	Minor Changes, Force Account 1-04	\$20,000	\$20,000.00
4	1 LS	Rail Control, Lump Sum Spec Section 1-07.28 (minimum bid: \$1,000)	\$2,500.00	\$2,500.00
5	1 LS	Record Drawings (Minimum Bid \$2,000.00) Spec Section 1-05.18 (minimum bid: \$2,000)	\$2,500.00	\$2,500.00
6	1 LS	SPCC Plan, Lump Sum 1-07.15	\$800.00	\$800.00

TOTAL BID*:

\$180,800.00

*The City reserves the right to award the lowest responsive, responsible bidder based on the Total Bid.

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda _____ to _____;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- f) Declares, accepts and understands the requirements of the Contract Documents;
- g) Has reviewed the insurance provisions of the Contract Documents and certifies that coverage will be provided as required;
- h) Understands and agrees as to the completion time and liquidated damages as above, and
- i) With the full authority of the firm submitting this bid has signed below this 23rd day of January, 2024

X 

Signature of bidder

Andy Reece

Printed Name

President

Title

Reece Construction Company

Company Name

Address at which to direct correspondence:

PO Box 1531

City Marysville State: WA Zip: 98270

Phone: 360-659-9600

Fax: 360-659-9633

Email: bids@reece-construction.com

License No.: REECECC852C7

Sworn before me this 23rd day of January, 2024.



Keanae Danielle Berger (Print Name)

Notary Public in and for the State of Washington,

residing at: Marysville

My appointment expires: 08/15/2024



City of Marysville

SR 531/172nd St NE Shoulder Improvements Project

Form Rev. 08/2022

PROOF OF AUTHORITY TO SIGN BID

The party by whom this bid is submitted and by whom the contract will be entered into, in case the award is made to said party, is

Firm Name: Reece Construction Company

- Corporation
- Partnership
- Individual

Doing business at PO Box 1531 Marysville, WA 98270
 Address City/State

Which is the address to which all communications concerned with this bid and contract should be sent.

The name of the president, treasurer, and manager of the bidding corporation, or the names of all persons and parties interested in this bid as partners or principals are as follows:

<u>Name/Title</u>	<u>Address</u>
<u>Andy Reece, President, Tresurer and Manager</u>	<u>Arlington, WA</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If Sole Proprietor or Partnership


IN WITNESS hereto, the undersigned has set his (its) hand this ___ day of _____, 20__.

Signature of bidder

Title


If Corporation

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23rd day of January, 2024.



Secretary Andy Reece


Reece Construction Company

Name of Corporation


By
Title Andy Reece, President

- NOTE:
1. If the bidder is a co-partnership, so state, giving the name under which business is transacted.
 2. If the bidder is a corporation, only a duly authorized official may execute this Bid Proposal. This proof of authority must be notarized.

Sworn before me this 23rd day of January, 2024.



Keanae Danielle Berger (Print Name)
Notary Public in and for the State of Washington State,
residing at: Marysville
My appointment expires: 08/15/2024



**DEPOSIT OR BID BOND FORM
DEPOSIT STATEMENT**

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Reece Construction Company, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held firmly bound unto the CITY OF MARYSVILLE, Washington, as Obligee, in the penal sum of Five Percent (5%) of Total Amount Bid Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Obligee shall make any award to the Principal for the "SR 531/172nd St NE Shoulder Improvements, R2403 Project," according to the terms of the bid made by the Principal therefore, the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS 23rd DAY OF January, 2024.

Reece Construction Company
Principal

By: 
Its: Andy Reece, President

Fidelity and Deposit Company of Maryland
Surety

By: 
Its: Emma C. Doleshel, Attorney-in-Fact

Received return of deposit in the sum of \$ _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jim W. DOYLE, Natalie C. CHAU, Steven M. WAGNER, Michael A. MURPHY, Chad M. EPPLE, S.M. SCOTT, Andy D. PRILL, Heather L. ALLEN, Dana BROWN, Theresa A. LAMB, Adam HOWARD, Jim S. KUICH, Emma C. DOLESHEL all of Bothell, Washington, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 01/09/2024, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Reece Construction Company

Bidder's Business Name

Signature of Authorized Official*

Andy Reece

Printed Name

President

Title

01/23/2024

Date

Arlington

City

WA

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington State

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PART 3 - CONTRACT DOCUMENTS

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company, a Corporation, organized under the laws of the State of Washington, located and doing business at 1607 114TH ST NE Tulalip WA 98271-9404, (the “Contractor”).

WITNESSETH:

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

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

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

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

SR 531/172nd St NE Shoulder Improvements

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Twenty (20) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.

- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is One Hundred Eighty Thousand Eight Hundred Dollars and Zero Cents (\$180,800.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated January 23, 2024. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Andy Reece (Contractor Representative) on behalf of the Contractor and by Nick Loutsis on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u>	<u>City:</u>
<u>Reece Construction Company</u>	City of Marysville
<u>Andy Reece</u>	Public Works – Attn: Nick Loutsis, PE
<u>PO Box 1531</u>	501 Delta Ave
<u>Marysville WA 98270</u>	Marysville, WA 98270

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

REECE CONSTRUCTION COMPANY

DocuSigned by:
By: Andy Reece
Andy Reece (Name)
Its: President (Title)

Attested/Authenticated:

_____, Deputy
City Clerk

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

- DATE:** February 5, 2024
- SUBMITTED BY:** Engineering Services Manager Ken McIntyre, Public Works
- ITEM TYPE:** Agreement
- AGENDA SECTION:** **Review Bids**
- SUBJECT:** Contract Award – 116th St NHS Project
- SUGGESTED ACTION:** I move to authorize the Mayor to award and execute the 116th St NHS contract with Reece Construction Company in the amount of \$764,467.00, and approve a management reserve of \$114,670.05 for a total allocation of \$879,137.05.
- SUMMARY:**

The City has been awarded \$1,581,400 from the WSDOT National Highway System (NHS) Asset Management Program for the 116th Street Corridor Pavement Preservation NHS project between I-5 and State Avenue. The awarded funds include costs of construction, construction management and material testing.

The project includes a full-width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards.

Bids for the project were opened on January 31, 2024. A total of four (4) bids were received as shown on the certified bid tab. Reece Construction Company was the lowest responsible bidder with a bid of \$764,467.00. The Engineer’s Estimate for the project is \$1,374,000.00. References for Reece Construction Company have been checked. Staff recommends award in the amount of \$764,467.00, and that Council authorize a fifteen-percent (15%) management-reserve of \$114,670.05, for a total allocation of \$879,137.05. Construction is fully funded by the NHS Grant

ATTACHMENTS:

116th NHS - Bid Tab.pdf

116th NHS Executed by Contractor.pdf

City of Marysville
Certified Bid Tabulation

Bid Opening: January 31, 2024 at 1:00p.m.

116th St Pavement Preservation NHS, Project No. R2108

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Granite Construction Company		Lakeside Industries Inc.		Reece Construction Company	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Change, Force Account	1	FA	\$ 10,940.00	\$ 12,034.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Roadway Surveying, Lump Sum	1	LS	\$ 6,564.00	\$ 7,220.00	\$ 6,600.00	\$ 6,600.00	\$ 8,200.00	\$ 8,200.00	\$ 6,200.00	\$ 6,200.00
3	ADA Features Surveying, Lump Sum	1	LS	\$ 6,564.00	\$ 7,220.00	\$ 4,250.00	\$ 4,250.00	\$ 5,000.00	\$ 5,000.00	\$ 2,100.00	\$ 2,100.00
4	Record Drawings (minimum bid \$2,000), Lump Sum	1	LS	\$ 1,641.00	\$ 1,805.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,550.00	\$ 1,550.00
5	SPCC Plan, Lump Sum	1	LS	\$ 1,641.00	\$ 1,805.00	\$ 150.00	\$ 150.00	\$ 650.00	\$ 650.00	\$ 750.00	\$ 750.00
6	Mobilization, Lump Sum	1	LS	\$ 79,862.00	\$ 87,848.00	\$ 85,000.00	\$ 85,000.00	\$ 52,000.00	\$ 52,000.00	\$ 32,458.00	\$ 32,458.00
7	Other Temporary Traffic Control Devices	1	LS	\$ 60,345.00	\$ 68,380.00	\$ 42,000.00	\$ 42,000.00	\$ 122,000.00	\$ 122,000.00	\$ 7,700.00	\$ 7,700.00
8	Portable Changeable Message Sign, Hour	1,440	HR	\$ 14.00	\$ 22,176.00	\$ 13.00	\$ 18,720.00	\$ 13.50	\$ 19,440.00	\$ 5.00	\$ 7,200.00
9	Contractor Provided Uniformed Police Office, Hour	60	HR	\$ 218.00	\$ 14,388.00	\$ 115.00	\$ 6,900.00	\$ 167.00	\$ 10,020.00	\$ 150.00	\$ 9,000.00
10	Flaggers, Hour	16	HR	\$ 103.00	\$ 1,813.00	\$ 85.00	\$ 1,360.00	\$ 91.75	\$ 1,468.00	\$ 83.00	\$ 1,328.00
11	Work Zone Safety Contingency, Force Account	1	FA	\$ 27,350.00	\$ 30,085.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
12	Traffic Control Labor	320	HR			\$ 85.00	\$ 27,200.00	\$ 97.75	\$ 31,280.00	\$ 83.00	\$ 26,560.00
13	Traffic Control Supervisor, Lump Sum	1	LS	\$ 31,507.00	\$ 34,658.00	\$ 28,000.00	\$ 28,000.00	\$ 90,000.00	\$ 90,000.00	\$ 24,500.00	\$ 24,500.00
14	Removal of Structures and Obstructions	1	LS	\$ 29,538.00	\$ 32,492.00	\$ 18,000.00	\$ 18,000.00	\$ 38,500.00	\$ 38,500.00	\$ 16,000.00	\$ 16,000.00
15	Removing Cement Conc. Curb, Linear Foot	440	LF	\$ 32.00	\$ 15,488.00	\$ 20.00	\$ 8,800.00	\$ 43.00	\$ 18,920.00	\$ 31.00	\$ 13,640.00
16	Removing Cement Conc. Sidewalk, Square Yard	80	SY	\$ 32.00	\$ 2,816.00	\$ 200.00	\$ 16,000.00	\$ 225.00	\$ 18,000.00	\$ 59.00	\$ 4,720.00
17	Trimming and Cleanup, Lump Sum	1	LS	\$ 8,205.00	\$ 9,026.00	\$ 5,000.00	\$ 5,000.00	\$ 13,250.00	\$ 13,250.00	\$ 4,000.00	\$ 4,000.00
18	Pavement Repair Excavation Incl. Haul	670	SY	\$ 103.00	\$ 75,911.00	\$ 32.00	\$ 21,440.00	\$ 38.00	\$ 25,460.00	\$ 16.00	\$ 10,720.00
19	Planning Bituminous Pavement, Square Yard	13,360	SY	\$ 13.00	\$ 191,048.00	\$ 3.00	\$ 40,080.00	\$ 7.50	\$ 100,200.00	\$ 4.00	\$ 53,440.00
20	HMA CL. 1/2-IN. PG 58H-22, Ton	1,530	TN	\$ 175.00	\$ 294,525.00	\$ 137.00	\$ 209,610.00	\$ 145.00	\$ 221,850.00	\$ 120.00	\$ 183,600.00
21	Commercial HMA	205	TN	\$ 147.00	\$ 33,149.00	\$ 159.00	\$ 32,595.00	\$ 245.00	\$ 50,225.00	\$ 160.00	\$ 32,800.00
22	Adjust Manhole, Each	5	EA	\$ 1,094.00	\$ 6,017.00	\$ 1,300.00	\$ 6,500.00	\$ 2,000.00	\$ 10,000.00	\$ 975.00	\$ 4,875.00
23	Adjust Catch Basin, Each	2	EA	\$ 1,094.00	\$ 2,407.00	\$ 1,200.00	\$ 2,400.00	\$ 2,200.00	\$ 4,400.00	\$ 975.00	\$ 1,950.00
24	Adjust Valve Box, Each	15	EA	\$ 547.00	\$ 9,026.00	\$ 1,000.00	\$ 15,000.00	\$ 900.00	\$ 13,500.00	\$ 975.00	\$ 14,625.00
25	Erosion Control and Water Pollution Prevention, Lump Sum	1	LS	\$ 5,470.00	\$ 6,017.00	\$ 2,000.00	\$ 2,000.00	\$ 650.00	\$ 650.00	\$ 2,500.00	\$ 2,500.00
26	Inlet Protection, Each	40	EA	\$ 164.00	\$ 7,216.00	\$ 120.00	\$ 4,800.00	\$ 80.00	\$ 3,200.00	\$ 170.00	\$ 6,800.00
27	Cement Conc. Traffic Curb and Gutter, Linear Foot	92	LF	\$ 103.00	\$ 10,424.00	\$ 70.00	\$ 6,440.00	\$ 87.00	\$ 8,004.00	\$ 76.00	\$ 6,992.00
28	Cement Conc. Pedestrian Curb, Linear Foot	34	LF	\$ 103.00	\$ 3,852.00	\$ 58.00	\$ 1,972.00	\$ 84.00	\$ 2,856.00	\$ 50.00	\$ 1,700.00
29	Precast Sloped Mountable Curb, Linear Foot	1,250	LF	\$ 108.00	\$ 148,500.00	\$ 53.00	\$ 66,250.00	\$ 68.00	\$ 85,000.00	\$ 64.00	\$ 80,000.00
30	Precast Dual Faced Sloped Mountable Curb, Linear Foot	346	LF	\$ 131.00	\$ 49,859.00	\$ 53.00	\$ 18,338.00	\$ 68.00	\$ 23,528.00	\$ 64.00	\$ 22,144.00
31	Raised Pavement Marker Type 2, Hundred	1.75	Hund	\$ 2,188.00	\$ 4,212.00	\$ 1,250.00	\$ 2,187.50	\$ 1,500.00	\$ 2,625.00	\$ 1,400.00	\$ 2,450.00
32	Flexible Guide Post	2	EA	\$ 82.00	\$ 180.00	\$ 450.00	\$ 900.00	\$ 550.00	\$ 1,100.00	\$ 525.00	\$ 1,050.00
33	Adjust Monument Cases and Cover, Each	2	EA	\$ 656.00	\$ 1,443.00	\$ 1,000.00	\$ 2,000.00	\$ 985.00	\$ 1,970.00	\$ 975.00	\$ 1,950.00
34	Cement Conc. Sidewalk, Square Yard	40	SY	\$ 120.00	\$ 5,280.00	\$ 137.00	\$ 5,480.00	\$ 168.00	\$ 6,720.00	\$ 169.00	\$ 6,760.00
35	Cement Conc. Curb Ramp Type Parallel, Each	2	EA	\$ 4,376.00	\$ 9,627.00	\$ 7,000.00	\$ 14,000.00	\$ 8,900.00	\$ 17,800.00	\$ 4,400.00	\$ 8,800.00
36	Cement Conc. Curb Ramp Type Perpendicular, Each	2	EA	\$ 4,376.00	\$ 9,627.00	\$ 7,000.00	\$ 14,000.00	\$ 8,900.00	\$ 17,800.00	\$ 3,900.00	\$ 7,800.00
37	Adjust Junction Box, Each	1	EA	\$ 1,670.00	\$ 1,837.00	\$ 5,500.00	\$ 5,500.00	\$ 750.00	\$ 750.00	\$ 700.00	\$ 700.00
38	Traffic Signal System Modification - 116th St NE & State Ave	1	LS	\$ 25,162.00	\$ 27,678.00	\$ 61,000.00	\$ 61,000.00	\$ 61,500.00	\$ 61,500.00	\$ 58,000.00	\$ 58,000.00
39	Plastic Line, Linear Foot	6,200	LF	\$ 5.00	\$ 34,100.00	\$ 3.00	\$ 18,600.00	\$ 3.75	\$ 23,250.00	\$ 3.50	\$ 21,700.00
40	Plastic Wide Line, Linear Foot	1,175	LF	\$ 16.00	\$ 20,880.00	\$ 4.00	\$ 4,700.00	\$ 6.40	\$ 7,520.00	\$ 6.00	\$ 7,050.00
41	Plastic Stop Line, Linear Foot	225	LF	\$ 27.00	\$ 6,683.00	\$ 11.00	\$ 2,475.00	\$ 15.00	\$ 3,375.00	\$ 14.00	\$ 3,150.00
42	Painted Crosshatch Marking	85	LF	\$ 4.00	\$ 374.00	\$ 45.00	\$ 3,825.00	\$ 54.40	\$ 4,624.00	\$ 51.00	\$ 4,335.00
43	Plastic Crosswalk Line, Square Foot	1,500	SF	\$ 27.00	\$ 44,550.00	\$ 10.00	\$ 15,000.00	\$ 13.80	\$ 20,700.00	\$ 13.00	\$ 19,500.00
44	Plastic Traffic Arrow, Each	21	EA	\$ 711.00	\$ 16,424.00	\$ 200.00	\$ 4,200.00	\$ 275.00	\$ 5,775.00	\$ 250.00	\$ 5,250.00
45	Plastic Traffic Letter, Each	8	EA	\$ 711.00	\$ 6,257.00	\$ 115.00	\$ 920.00	\$ 152.00	\$ 1,216.00	\$ 140.00	\$ 1,120.00
TOTAL BID					\$1,374,157.00		\$886,692.50		\$1,190,826.00		\$764,467.00

Note: Engineer's Estimate included items 12 & 13 together as a lump-sum item



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



1.31.24

**City of Marysville
Certified Bid Tabulation**

Bid Opening: January 31, 2024 at 1:00p.m.

116th St Pavement Preservation NHS, Project No. R2108

ITEM NO.	ITEM	QUANTITY	UNIT	SRV Construction Inc.		Contractor		Contractor		Contractor	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Change, Force Account	1	FA	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Roadway Surveying, Lump Sum	1	LS	\$ 7,875.00	\$ 7,875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ADA Features Surveying, Lump Sum	1	LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Record Drawings (minimum bid \$2,000), Lump Sum	1	LS	\$ 1,445.00	\$ 1,445.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$PCC Plan, Lump Sum	1	LS	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Mobilization, Lump Sum	1	LS	\$ 103,500.00	\$ 103,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Other Temporary Traffic Control Devices	1	LS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Portable Changeable Message Sign, Hour	1,440	HR	\$ 9.00	\$ 12,960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Contractor Provided Uniformed Police Office, Hour	60	HR	\$ 180.00	\$ 10,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Flaggers, Hour	16	HR	\$ 77.00	\$ 1,232.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Work Zone Safety Contingency, Force Account	1	FA	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Traffic Control Labor	320	HR	\$ 81.00	\$ 25,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Traffic Control Supervisor, Lump Sum	1	LS	\$ 27,400.00	\$ 27,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Removal of Structures and Obstructions	1	LS	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Removing Cement Conc. Curb, Linear Foot	440	LF	\$ 25.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Removing Cement Conc. Sidewalk, Square Yard	80	SY	\$ 70.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Trimming and Cleanup, Lump Sum	1	LS	\$ 4,150.00	\$ 4,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Pavement Repair Excavation Incl. Haul	670	SY	\$ 51.00	\$ 34,170.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Planning Bituminous Pavement, Square Yard	13,360	SY	\$ 4.50	\$ 60,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	HMA CL, 1/2-IN, PG 58H-22, Ton	1,530	TN	\$ 153.00	\$ 234,090.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Commercial HMA	205	TN	\$ 182.00	\$ 37,310.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Adjust Manhole, Each	5	EA	\$ 1,385.00	\$ 6,925.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Adjust Catch Basin, Each	2	EA	\$ 1,385.00	\$ 2,770.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Adjust Valve Box, Each	15	EA	\$ 675.00	\$ 10,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Erosion Control and Water Pollution Prevention, Lump Sum	1	LS	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	Inlet Protection, Each	40	EA	\$ 114.00	\$ 4,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Cement Conc. Traffic Curb and Gutter, Linear Foot	92	LF	\$ 180.00	\$ 16,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Cement Conc. Pedestrian Curb, Linear Foot	34	LF	\$ 206.00	\$ 7,004.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Precast Sloped Mountable Curb, Linear Foot	1,250	LF	\$ 66.00	\$ 82,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Precast Dual Faced Sloped Mountable Curb, Linear Foot	346	LF	\$ 66.00	\$ 22,836.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Raised Pavement Marker Type 2, Hundred	1.75	Hund	\$ 1,465.00	\$ 2,563.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Flexible Guide Post	2	EA	\$ 540.00	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	Adjust Monument Cases and Cover, Each	2	EA	\$ 988.00	\$ 1,976.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Cement Conc. Sidewalk, Square Yard	40	SY	\$ 350.00	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Cement Conc. Curb Ramp Type Parallel, Each	2	EA	\$ 17,715.00	\$ 35,430.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36	Cement Conc. Curb Ramp Type Perpendicular, Each	2	EA	\$ 17,715.00	\$ 35,430.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	Adjust Junction Box, Each	1	EA	\$ 6,420.00	\$ 6,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Traffic Signal System Modification - 116th St NE & State Ave	1	LS	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Plastic Line, Linear Foot	6,200	LF	\$ 3.60	\$ 22,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	Plastic Wide Line, Linear Foot	1,175	LF	\$ 6.00	\$ 7,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Plastic Stop Line, Linear Foot	225	LF	\$ 14.40	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	Painted Crosshatch Marking	85	LF	\$ 53.00	\$ 4,505.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Plastic Crosswalk Line, Square Foot	1,500	SF	\$ 13.20	\$ 19,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	Plastic Traffic Arrow, Each	21	EA	\$ 266.00	\$ 5,586.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	Plastic Traffic Letter, Each	8	EA	\$ 145.00	\$ 1,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BID					\$1,030,712.75		\$0.00		\$0.00		\$0.00



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Reece Construction Company (Contractor), a profit corporation, organized under the laws of the State of Washington, located and doing business at 1607 114th St NE, Tulalip, WA, (the “Contractor”).

WITNESSETH:

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

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

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

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

STATE AVENUE CORRIDOR PAVEMENT PRESERVATION NHS, PROJECT NO. R2107

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

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2023 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Physical completion shall be achieved within Forty Five (45) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.

- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is [Contract Amount] (\$ 1,311,806.00) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated January 18, 2024 . The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.

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

- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
 - A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract

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

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Andy Reece (Contractor Representative) on behalf of the Contractor and by Sam Adlington (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u>	<u>City:</u>
<u>Reece Construction Company</u>	City of Marysville
<u>Andy Reece</u>	Public Works – Attn: Sam Adlington
<u>PO Box 1531</u>	501 Delta Ave
<u>Marysville WA 98270</u>	Marysville, WA 98270

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

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

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

DocuSigned by:
By: Andy Reece
0BDB8F374683 Andy Reece (Name)
Its: President (Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

BID DEPOSIT

A Bid Deposit shall be made payable to the City of Marysville in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- Cashier's Check
- Certified Check
- Bid Bond

Amount: \$ 5% of total bid amount

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal, and delivery the Bid Bond.

Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be HUB International

Whose address is:

12100 NE 195th St #200,

Street

Bothell

WA

98011

City

State

Zip Code

Phone: Chad Epple Phone # 425-765-3889

**DEPOSIT OR BID BOND FORM
DEPOSIT STATEMENT**

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____

BID BOND


KNOW ALL MEN BY THESE PRESENTS:

That we, Reece Construction Company, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held firmly bound unto the CITY OF MARYSVILLE, Washington, as Obligee, in the penal sum of Five Percent (5%) of Total Amount Bid Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Obligee shall make any award to the Principal for the "State Avenue Corridor Pavement Preservation NHS, #R2107 Project," according to the terms of the bid made by the Principal therefore, the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS 18th DAY OF January, 2024.

Reece Construction Company
Principal

By: 
Its: Andy Reece, President

Fidelity and Deposit Company of Maryland
Surety

By: 
Its: Emma C. Doleshel, Attorney-in-Fact

Received return of deposit in the sum of \$ _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City Council of the City of Marysville, Washington, authorizing the Mayor to accept certain donations.

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

SUMMARY:

RCW 35A.11.040 authorizes the city council to accept gifts on behalf of the city. From time-to-time citizens or businesses offer in-kind donations or smaller monetary donations to support city events or programs (e.g. a chipper for a Christmas tree recycling event). The council may delegate this authority and because these offers are sometimes time-sensitive, the council may wish to delegate authority to the mayor.

This ordinance would authorize the mayor to accept monetary donations of \$1,000 or less and in-kind donations valued at \$1,000 or less. The mayor would be required to consult with the council president prior to accepting a donation and the council president may require that the full council consider whether to accept a particular donation.

The mayor would not be authorized to accept devises (leaving real property via a will) or bequests (leaving other property or money via a will) or property that is not an in-kind donation (e.g. artwork). Such donations would still require the council to act to accept them.

The purpose of council engagement in the donation process is that accepting a donation can associate the city with the giver and there may be instances where the council determines that they do not wish to have the city associated with a particular organization. This risk seems low with in-kind and small monetary donations and authorizing the mayor to accept them would facilitate civic engagement by citizens and local businesses.

ATTACHMENTS:

[Ordinance - Donations.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT CERTAIN
DONATIONS.**

WHEREAS, RCW 35A.11.040 authorizes the city to accept gifts; and

WHEREAS, from time-to-time residents or local businesses may offer smaller monetary gifts or in-kind donations, such as the use of equipment, in support of city programs or activities; and

WHEREAS, authorizing the mayor to accept such gifts with the concurrence of the council president will facilitate public support of city programs and activities.

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

SECTION 1. Section 3.96.010 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

3.96.010 City authorized to accept – Terms and conditions.

(1) Pursuant to RCW 35A.11.040, the city is authorized to accept any money or property donated, devised or bequeathed to it, and to carry out the terms of the donation, devise or bequest if within the powers granted by law. If no terms or conditions are attached to the donation, ~~devise~~devise or bequest, the city may expend or use the same for any municipal purpose.

(2) The mayor is authorized to accept monetary or in-kind donations to the city valued at one thousand dollars or less, provided that the donation is related to a city program or activity. The mayor will promptly notify the council president of the proposed donation. If the council president concurs that the donation should be accepted, the mayor may accept the donation without any action by council. If the council president notifies the mayor that he or she believes the city should not accept the donation, the donation will not be accepted until such time as the full council has had an opportunity to consider the donation.

(3) Only the city council may accept any devise or bequest, any donation of property, or any monetary or in-kind donation that exceeds one thousand dollars in value.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City Council of the City of Marysville, Washington, designating the Mayor to act in the event of an emergency in regard to competitive bidding requirements.

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

SUMMARY: RCW 39.04.280 authorizes the city to waive competitive bidding requirements when unforeseen circumstances either (a) present a real, immediate threat to the proper performance of essential city functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Because immediate action is critical in such situations, the mayor is best positioned to determine whether an emergency exists and whether competitive bidding should be waived. Designating the mayor to make such determinations and declarations will ensure the preservation and continuity of city infrastructure and essential city functions.

All contracts of \$100,000 or more will be presented to the council for ratification. Resolution No. 2486, section 6, authorizes the mayor to act on contracts of less than \$100,000.

ATTACHMENTS:
[Ordinance - Waiving Competitive Bidding due to Emergency.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, DESIGNATING THE MAYOR TO ACT IN THE EVENT OF
AN EMERGENCY IN REGARD TO COMPETITIVE BIDDING
REQUIREMENTS.**

WHEREAS, providing public services requires that city infrastructure be in good working order; and

WHEREAS, when emergency repairs are required to maintain city infrastructure time is of the essence; and

WHEREAS, RCW 39.04.280 authorizes competitive bidding requirements to be waived in the event of an emergency; and

WHEREAS, ensuring the continuity of municipal services and the preservation of city infrastructure is best managed by designating the mayor to declare an emergency and act in the event of an emergency.

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

SECTION 1. A new section is added to chapter 2.12 of the municipal code as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

2.12.060 Emergency repairs and maintenance

When unforeseen circumstances beyond the control of the city either: (a) present a real, immediate threat to the proper performance of essential city functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken, the mayor is designated to act and may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, the mayor will make a written finding of the existence of an emergency no later than two weeks following the award of the contract. Except as provided by resolution, the city council will ratify all contracts awarded without competitive bidding.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Project Acceptance

AGENDA SECTION: **New Business**

SUBJECT: Project Acceptance - 2023 Pavement Preservation Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to accept the 2023 Pavement Preservation project, starting the 60-day lien filing period for project closeout.

SUMMARY: The 2023 Pavement Preservation project included pavement repair, planing bituminous pavement, 2-inch asphalt pavement resurfacing, sidewalk ramp replacement to meet ADA standards, utility adjustments, channelization, restoration and other miscellaneous work as seen on the attached map. This project was funded by the Transportation Benefit District. The City Council awarded the 2023 Pavement Preservation to Reece Construction Company on May 8, 2023 for the bid amount of \$4,153,293.47 including a management reserve of \$415,329.35 for a total allocation of \$4,568,622.82. The project was completed in the amount of \$3,834,336.31, or \$318,957.16 (7.7%) below the bid amount. Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.

ATTACHMENTS:
[Notice of Physical Completion.pdf](#)
[TBD Map 2023.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

December 27th, 2023

Andy Reece
President
Reece Construction Company
PO Box 1531
Marysville WA 98270

**Subject: 2023 Pavement Preservation – TB105
Notice of Physical Completion of Project**

Dear Andy Reece:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of December 26th, 2023.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavits of Wages Paid (including all subcontractors)

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

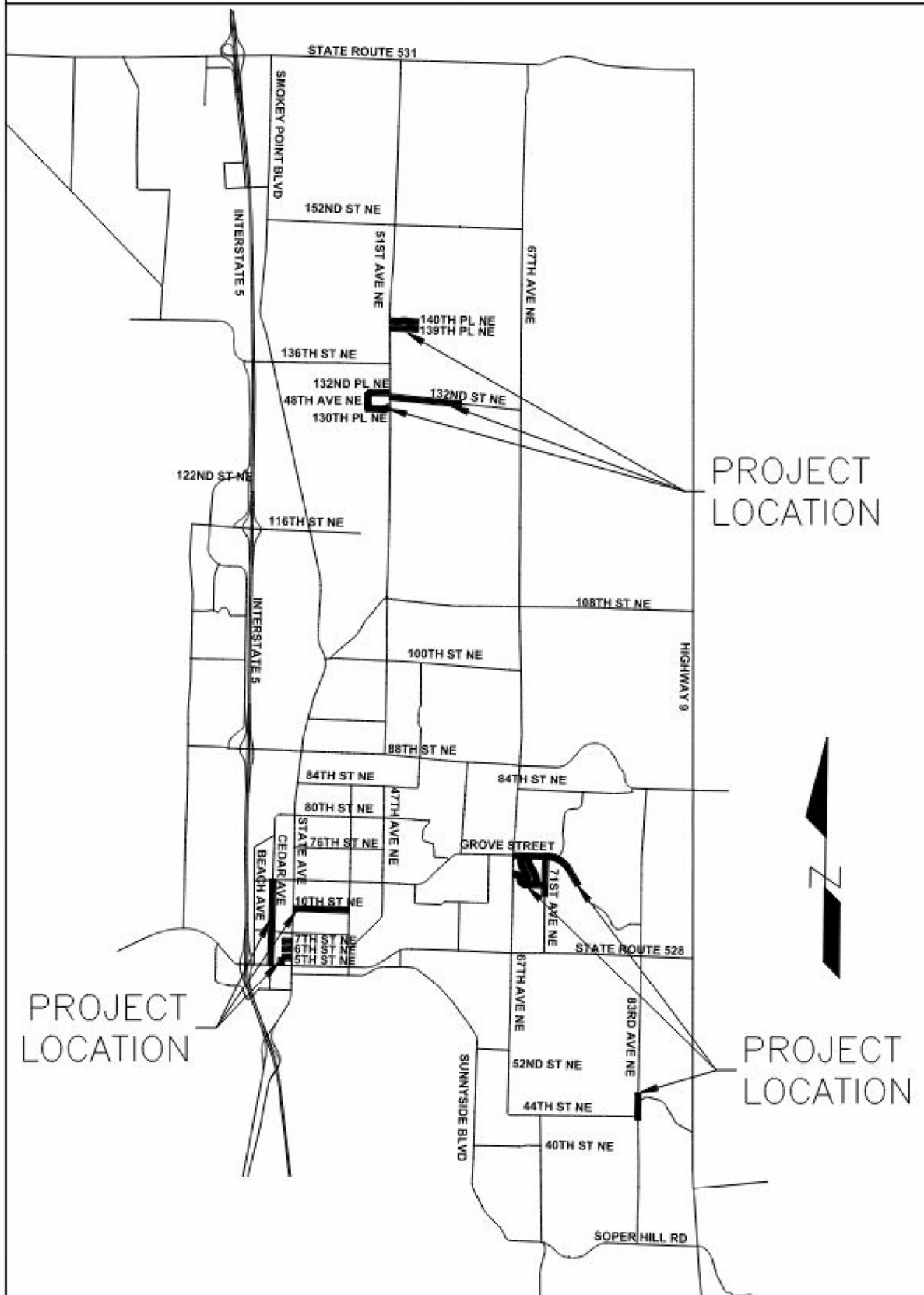
Sincerely,

Valorie Cross, EIT

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270

VICINITY MAP



PROJECT LOCATION

PROJECT LOCATION

PROJECT LOCATION

Project Name	Street	From	End
2023 Pavement Preservation Project	83rd Ave	44th Ave	Sunnyside School Rd
	71st Ave	72nd St NE	Grove St
	73rd St	67th Ave NE	71st Ave
	69th St	73rd St NE	Grove St
	68th St	End	Grove St
	Grove St	67th Ave	73rd St NE
	Delta Ave	4th St NE	5th St NE
	5th St NE	Delta Ave	State Ave
	6th St NE	Delta Ave	State Ave
	7th St NE	Delta Ave	State Ave
	10th St NE	State Ave	47th Ave
	Cedar Ave	4th St NE	Grove St
	132nd St NE	51st Ave	City Limits
	130th Pl	51st Ave	48th Dr
	132nd Pl	48th Dr NE	51st Ave
	48th Dr	130th Pl	132nd Pl
	49 th Ave	130 th Pl	End
	50 th Ave	130 th Pl	End
	139th Pl	51st Ave	54th Dr
	140th Pl	51st Ave	54th Dr



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Transportation Improvement Board (TIB) Grant Agreement for 156th St. NE Corridor Improvement Project, Smokey Pt. Blvd. to Hayho Creek.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Fuel Tax Grant Agreement and Project Funding Status Form for TIB grant funding of the 156th St. NE Corridor Improvement Project.

SUMMARY: The City was recently awarded \$1.44 Million in Transportation Improvement Board (TIB) funds for construction of the 156th Street NE Corridor Improvement Project, which will widen 156th Street NE from 3 lanes to 5 lanes to the east of Smokey Point Boulevard to Hayho Creek, thereby completing bottleneck in the corridor. In conjunction with road improvements, the project will also include a shared use pathway on the north side of 156th Street NE, replacing the existing sidewalk.

In order to receive approval from the TIB and to be reimbursed for expenses, the City must sign and return the attached Fuel Tax Grant Distribution Agreement and Project Funding Status Form. Based upon an estimated construction cost of \$1.8 Million, the City’s match toward construction is estimated to be \$360,000.

ATTACHMENTS:
[Grant Agreement - Marysville - 156th Street NE.pdf](#)



City of Marysville
8-1-143(012)-1
156th Street NE
Smokey Pt Blvd to Hayho Creek

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Marysville
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 156th Street NE, Smokey Pt Blvd to Hayho Creek (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 80.0000 percent of approved eligible project costs up to the amount of \$1,440,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

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



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

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Jon Nehring
Print Name

Print Name



Project Funding Status Form

Agency Name: **MARYSVILLE**
Project Name: **156th Street NE**
Smokey Pt Blvd to Hayho Creek

TIB Project Number: **8-1-143(012)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
March 3, 2025	April 14, 2025	December 30, 2025

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	360,000	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	360,000	

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

Mayor or Public Works Director

Signature

Date

Jon Nehring

Printed or Typed Name

Mayor

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the State Ave NHS Project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Consor North America, Inc. to provide Construction Management Services for the State Avenue NHS Project in the amount of \$214,275.98.

SUMMARY:

The City has been awarded \$2,690,500 from the WSDOT National Highway System (NHS) Asset Management Program for the State Avenue Corridor Pavement Preservation NHS Project between 1st Street and Grove Street. The awarded funds include costs of construction, construction management and material testing.

The project includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards for the segment of State Avenue between 1st Street and Grove Street.

Conzor was selected for this contract through a complete selection process which included review of submitted qualifications in response to the Request for Qualifications (RFQ) that was advertised in July 2023 by the City to provide construction management services for the project. Three statements of qualifications (SOQs) were received during the advertisement period. The City reviewed the provided SOQs and interviewed the consultant teams. The selection committee for this contract was made up of three project engineers within the Public Works department. The selection team interviewed the consultant teams in September 2023 and provided a recommendation for selection to the City Engineer and Public Works Director. Recommendation for selection was based on combined aggregated score by the City's selection committee. Consor was selected for this contract as the firm with the highest average total score based on the criteria and scoring criteria stated the RFQ.

Under this agreement, Consor will provide construction management, inspection, oversight, and material testing in accordance with the approved Project Manual and construction documents that were prepared for this project by the City's design consultant (Transpo Group) and approved by WSDOT. It is in staff's opinion that the negotiated scope and fee of \$214,275.98 demonstrates the required level of construction management services for this federally funded project. The full amount of this agreement is reimbursable through the NHS grant.

ATTACHMENTS:

[R2107_WSDOT PSA_Conzor.pdf](#)

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing? Yes No

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"/> No DBE Participation	Total Amount Authorized:
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No MBE Participation	Management Reserve Fund:
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No WBE Participation	Maximum Amount Payable:
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No SBE Participation	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation/SBE Plan
- 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.

Agreement Number:

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 UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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, is required to 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. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name:
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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. 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.

Agreement Number:

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 the WSDOT' 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.

Agreement Number:

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 a 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 the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their 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 by 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 and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

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

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

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

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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:

SCOPE OF WORK

R2107: STATE AVENUE CORRIDOR PAVEMENT PRESERVATION NHS PROJECT CITY OF MARYSVILLE

Project Background

The City of Marysville is initiating a project which includes a full width 2-inch grind and overlay, pavement repairs where necessary, curb ramp replacement to meet Americans with Disabilities Act (ADA) requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards. The project design is complete and the construction contractor bids are expected to be opened in early 2024. The City is contracting with Consor North America, Inc. (Consultant) to provide construction management and inspection services for the construction phase of the project.

Project Summary

Consultant will perform project management, contract administration, construction management, construction inspection, and testing and special inspection for the State Avenue Corridor Pavement Preservation NHS Project.

Project Assumptions

Construction is anticipated to commence in February 2024 for project kick-off and critical submittal phase. Once traffic signal system components submittals are approved, a work suspension is anticipated until traffic signal system components are fabricated. For budgeting purposes, a project suspension period of 60 calendar days (approximately 9 weeks) and an active construction duration of 45 working days (approximately 9 weeks) has been assumed.

Scope of Services

Consultant is proposing to perform the following services in relation to the City's State Avenue Corridor Pavement Preservation Project:

Task 1 - Project Management and Contract Administration

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume four (4) monthly invoices and status reports

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Issues encountered, and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls, or optional services
 - Construction schedule updates
 - Issues requiring project team action

Subtask 1.3 Project Safety Plan and DBE/SBE participation plan

Prepare a project specific safety plan for Consultant employees, to be used in conjunction with safety plans provided by the construction contractor.

Subtask 1.3 Deliverables

- Copy of project specific safety plan
- DBE/SBE participation plan

Task 2 – Construction Contract Administration and Closeout

Objective

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget and schedule, quantities and quality of materials, and verify conformance with contract documents.

Subtask 2.1 Pre-Construction Meeting

Attend and lead the Pre-Construction Meeting with up to three (3) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.1 Assumptions

- Three (3) consultant staff to attend Pre-Construction Meeting.

Subtask 2.1 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.2 Project and Weekly Construction Meetings

Attend and lead project, weekly construction, and utility coordination meetings with up to one (1) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.2 Assumptions

- One (1) consultant staff to attend (Construction Manager). Construction Inspector attendance is covered in Task 3 and not included in this subtask. Assume two (2) project meetings during the suspension period, nine (9) weekly meetings during active construction.

Subtask 2.2 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.3 Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status.
2. Issue change orders, including independent cost justifications, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
5. Monitor overall project construction budget.
6. Maintain material quantity and quality documentation, including maintenance of the Record of Materials (ROM).

Subtask 2.3 Assumptions

- Assume Four (4) change orders taking ten (10) hours per change orders to coordinate with City, EOR and contractor and draft change orders.
- WSDOT will develop the ROM. If WSDOT is unable to provide the ROM prior to construction, the Consultant can prepare for an additional fee (to be reserved for supplement, if needed).

Subtask 2.3 Deliverables

- Change order documents for City review and approval.
- Field work directives and non-conformance reports
- Quality and quantity documentation
- Updated ROM

Subtask 2.4 Monthly Progress Estimates

Track quantities of materials installed monthly on pay note documents and draft progress estimates. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

Subtask 2.4 Assumptions

- Five (5) monthly estimates are assumed. It is anticipated that three (1) monthly estimate will be required during the suspension period for material on hand (MOH) requests and

that four (4) monthly estimates will be required during active construction and project closeout.

Subtask 2.4 Deliverables

- Quantity tracking spreadsheet
- Monthly progress estimates with recommendation to pay

Subtask 2.5 Shop Drawings, Submittals and RFIs

Prepare and maintain submittal log for approximately 20 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 5 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.5 Assumptions

- Ten (10) shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume five (5) additional re-submittals.
- Five (5) RFIs are assumed, with an average of two (2) hours per RFI.

Subtask 2.5 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.6 Labor Compliance

Lead all labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent) and affidavit of paid wages (Affidavit).
2. Review and approve Request to Sublets (RTS).
3. Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
4. Coordinate wage rate interviews with construction inspector and contractors.
5. Oversee contractor DBE compliance and reporting, including subcontract review, utilization reports.

Subtask 2.6 Assumptions

- Ten (10) Request to Sublets are assumed, with an average of one and half (1.5) hours per request.

Subtask 2.6 Deliverables

- Requests to Sublet filed
- Intents and Affidavits filed
- Certified payroll filed
- Wage rate interviews filed
- DBE reporting filed

Subtask 2.7 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to WSDOT LAG requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of “Record Drawings”

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures. Provide hard copies of documentation upon request.

Subtask 2.7 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents (in native format (docx, xlsx, dwg, etc.) as well as finalized/signed deliverables in a record format (such as pdf) and pictures on a thumb drive). Hard copies if requested.

Task 3 – Construction Inspection

Objective

Provide full time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City’s on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor’s operations and work.

Subtask 3.1 Construction Inspection

The Construction Inspector's activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.
3. Observe/inspect the contractor's activities, operations, and work and document the contractor's work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.
4. Monitor the contractor's progress with respect to planned/scheduled work.
5. Document contractors and DBE subcontractors working onsite and conduct wage rate interviews for all DBE contractors, contractor and sub-contractors.
6. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).
7. Create field note records of bid item work performed.
8. Verify and document that traffic control is per accepted traffic control plans when on-site.
9. Keep Construction Manager and City informed of project progress, issues, and developments.
10. Review minor change requests by the contractor.
11. Coordinate, observe, and document material testing and special inspection
12. Utility coordination with stakeholders
13. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
14. Maintain field construction records and as-built set.
15. Maintain photo log

Subtask 3.1 Assumptions

- Inspection hours estimated at 50 hours per week
- For 45 working days (9 weeks) and includes attendance at all project meetings.
- Two (2) site visits at 5 hours estimate per visit will be required for MOH requests during the suspension period.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- DBE on site review
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

Task 4 – Testing and Special Inspection Services During Construction

Objective

Work under this task includes material testing and special inspection services in accordance with LAG testing requirements and NHS Highway System requirements.

Subtask 4.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the LAG Manual.

Subtask 4.1 Assumptions

- Testing level of effort based on assumptions included in Materials Testing Consulting, Inc's quote (attached)

Subtask 4.1 Deliverables

- Material test and special inspection test reports

Proposed Material Testing and Special Inspection Firm

- Materials Testing Consulting, Inc. – Material Testing and Special Inspection

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$ 214,275.97. The proposed fee estimate is provided as "Attachment A." Fee estimates are based upon Consultant's approved indirect overhead rates.

Proposed Project Schedule

Construction is anticipated to commence in February 2024 for project kick-off and critical submittal phase. Once traffic signal system components submittals are approved, a work suspension is anticipated until traffic signal system components are fabricated. For budgeting purposes, a project suspension period of 60 calendar days (approximately 9 weeks) and an active construction duration of 45 working days (approximately 9 weeks) has been assumed.

Exhibit B
DBE Participation

Agreement Number:

November 30, 2023

Mr. Jeff Laycock, PE
Public Works Director
City of Marysville
80 Columbia Avenue
Marysville, Washington 98270-5130

**City of Marysville
State Avenue Pavement Preservation
NHPP-2691(012)
DBE Goal**

Dear Mr. Laycock:


The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Sixteen percent mandatory** DBE goal for consultants on this project. This evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the advertisement is scheduled for a date more than one year after the date of this letter or the cost estimate changes more than twenty percent, reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions about the goal set, you can contact Nina Jones at 360.947.6788, or by email at jonesni@wsdot.wa.gov.

Sincerely,


Digitally signed by
Michele L Britton
Date: 2023.11.30
09:44:28 -08'00'

Michele L. Britton, PE
Asst. State Local Programs Engineer
Local Programs

MLB:jd:ml

cc: Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

**Consultant Fee Determination - Summary Sheet
Negotiated Fee**

Client City of Marysville
Project Name Project R2107: State Ave Corridor Pavement Preservation NHS Project
Task Description:
Consultant Fee Determination
Consultant: Consor North America, Inc

Code	Classification	Man Hours		Rate	Dollars
LABOR		Hours			
	M Hagerty	4	x	\$99.96	= 399.84
	M Warren	235	x	\$72.00	= 16,920.00
	R Hawkins	486	x	\$49.50	= 24,057.00
	Heidi Ramos	180	x	\$43.26	= 7,786.80
	E Warren	104	x	\$41.25	= 4,290.00
	A Gillis	6	x	\$36.06	= 216.36
		0	x	\$0.00	= 0.00
	Total Hours	1,015			
	Total DSC				= 53,670.00
Overhead (OH Cost -- including Salary Additives)					
	OH Rate x DSC of	<u>191.91%</u>	x	<u>\$ 53,670.00</u>	= 102,998.10
Negotiated Fee (NF):					
	NF Rate x DSC of	<u>26.95%</u>	x	<u>\$ 53,670.00</u>	= 14,464.07
Reimbursables					
Itemized	Quantity	Units		Rate	In Scope
Mileage	4,560	each	@	\$0.655	= 2,986.80
Reimbursables Total					<u>2,986.80</u>
Conсор Subtotal					<u>174,118.97</u>
Subconsultant					
MTC					<u>40,157.00</u>
Grand Total					<u><u>214,275.97</u></u>

Prepared By: Mark Warren

Date: November 9, 2023

Project R2107: State Ave Corridor Pavement Preservation NHS Project
City of Marysville
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)						Hours	Labor	Overhead	Profit	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
	Principal Engineer I	Construction Manager V	Inspector IV	Technician IV	Technician I	Administrative III					HWA					
	\$99.96	\$72.00	\$49.50	\$43.26	\$41.25	\$36.06										
Average Billing Rate Estimated per Classification/Staff	\$99.96	\$72.00	\$49.50	\$43.26	\$41.25	\$36.06										
Staff Name	HagertyMic	WarrenMar	HawkinsRic	RamosHei	WarrenElk	GillisAsh			191.91%	26.95%						
Task 1 - Project Management and Contract Administration																
Task 1.1 - Project Coordination	3						3	\$ 299.88	\$ 575.50	\$ 80.82		1.0	\$ -	\$ -	\$ -	\$ 956
Task 1.2 - Invoices/Status Reporting		4				6	10	\$ 504.36	\$ 967.92	\$ 135.93		1.0	\$ -	\$ -	\$ -	\$ 1,608
Task 1.3 - Project Safety Plan	1	2					3	\$ 243.96	\$ 468.18	\$ 65.75		1.0	\$ -	\$ -	\$ -	\$ 778
Task 1 Subtotal	4	6	0	0	0	6	16	\$ 1,048.20	\$ 2,011.60	\$ 282.49	\$ -		\$ -	\$ -	\$ -	\$ 3,342
Task 2 - Construction Contract Administration and Closeout																
Task 2.1 - Pre-Construction Meeting		16	6				22	\$ 1,449.00	\$ 2,780.78	\$ 390.51		1.0	\$ -	\$ 105	\$ -	\$ 4,725
Task 2.2 - Project and Weekly Construction Meetings		55					55	\$ 3,960.00	\$ 7,599.64	\$ 1,067.22		1.0	\$ -	\$ 524	\$ -	\$ 13,151
Task 2.3 - Contract Administration		58		90			148	\$ 8,069.40	\$ 15,485.99	\$ 2,174.70		1.0	\$ -	\$ -	\$ -	\$ 25,730
Task 2.4 - Monthly Progress Estimates		25		36			61	\$ 3,357.36	\$ 6,443.11	\$ 904.81		1.0	\$ -	\$ -	\$ -	\$ 10,705
Task 2.5 - Shop Drawings, Submittals and RFIs		50		14			64	\$ 4,205.64	\$ 8,071.04	\$ 1,133.42		1.0	\$ -	\$ -	\$ -	\$ 13,410
Task 2.6 - Labor Compliance		5			64		69	\$ 3,000.00	\$ 5,757.30	\$ 808.50		1.0	\$ -	\$ -	\$ -	\$ 9,566
Task 2.7 - Project Closeout		20	20	40	40		120	\$ 5,810.40	\$ 11,150.74	\$ 1,565.90		1.0	\$ -	\$ -	\$ -	\$ 18,527
Task 2 Subtotal	0	229	26	180	104	0	539	\$ 29,851.80	\$ 57,288.59	\$ 8,045.06	\$ -		\$ -	\$ 629	\$ 95,814	
Task 3 - Construction Inspection																
Task 3.1 - Construction Inspection			460				460	\$ 22,770.00	\$ 43,697.91	\$ 6,136.52		1.0	\$ -	\$ 2,358	\$ -	\$ 74,962
Task 3 Subtotal	0	0	460	0	0	0	460	\$ 22,770.00	\$ 43,697.91	\$ 6,136.52	\$ -		\$ -	\$ 2,358	\$ 74,962	
Task 4 - Testing and Special Inspection Services During Construction																
Task 4.1 - Material Testing and Special Inspections							0	\$ -	\$ -	\$ -	\$ 40,157	1.0	\$ 40,157	\$ -	\$ -	\$ 40,157
Task 4 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 40,157		\$ 40,157	\$ -	\$ -	\$ 40,157
TOTAL - ALL TASKS	4	235	486	180	104	6	1015	\$ 53,670.00	\$ 102,998.10	\$ 14,464.07	\$ 40,157		\$ 40,157	\$ 2,987	\$ 214,276	

Actuals Not To Exceed Table (ANTE)

City of Marysville Agreement: Consor North America, Inc. 10900 NE 8th Street, #1440 Bellevue, WA 98004				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		191.91%	26.95%	
Principal Engineer VI	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer V	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer IV	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer III	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer II (Reza ONLY)	\$121.59	\$233.34	\$32.77	\$387.70
Principal Engineer II	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer I	\$106.25	\$203.90	\$28.63	\$338.79
Professional Engineer IX	\$69.55	\$133.47	\$18.74	\$221.77
Professional Engineer VIII	\$86.54	\$166.08	\$23.32	\$275.94
Professional Engineer VII	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer VI	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer V	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer IV	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer III	\$68.20	\$130.88	\$18.38	\$217.46
Engineering Designer IX	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer VIII	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer VII	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer IV	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer III	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer II	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer I	\$36.00	\$69.09	\$9.70	\$114.79
Construction Manager VI	\$72.00	\$138.18	\$19.40	\$229.58
Construction Manager V	\$72.00	\$138.18	\$19.40	\$229.58
Construction Manager III	\$72.00	\$138.18	\$19.40	\$229.58
Inspector VI	\$72.00	\$138.18	\$19.40	\$229.58
Inspector V	\$72.00	\$138.18	\$19.40	\$229.58
Inspector IV	\$49.50	\$95.00	\$13.34	\$157.84
Inspector III	\$49.50	\$95.00	\$13.34	\$157.84
Inspector II	\$49.50	\$95.00	\$13.34	\$157.84
Inspector I	\$49.50	\$95.00	\$13.34	\$157.84
Technician IV	\$43.26	\$83.02	\$11.66	\$137.94
Technician III	\$41.25	\$79.16	\$11.12	\$131.53
Technician II	\$43.26	\$83.02	\$11.66	\$137.94
Technician I	\$41.25	\$79.16	\$11.12	\$131.53
Administrative III	\$50.00	\$95.96	\$13.48	\$159.43
Administrative II	\$42.00	\$80.60	\$11.32	\$133.92
Administrative I	\$42.00	\$80.60	\$11.32	\$133.92
Project Coordinator IV	\$50.00	\$95.96	\$13.48	\$159.43

Project Coordinator III	\$50.00	\$95.96	\$13.48	\$159.43
Project Coordinator II	\$42.00	\$80.60	\$11.32	\$133.92
Project Coordinator I	\$42.00	\$80.60	\$11.32	\$133.92

Appendix AA Consultant Fee Calculation Worksheet

AA.1 Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.26	6.5
Relative Difficulty of Work	20	0.26	5.2
Size of Job	15	0.34	5.1
Period of Performance	15	0.18	2.7
Assistance by the State	15	0.35	5.25
Sub-consulting	10	0.22	2.2
Total			26.95

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable fixed fee and/or profit percentage of direct (raw) labor costs for the agreement and/or supplement.

AA.2 Description of Calculation of Fee Factors

Degree of Risk: Where the design involves no risk, or the degree of risk is very small, the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.

Relative Difficulty of Design: If the design is most difficult and complex, the weighting should be .35 and should be proportionally reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.

Size of Job: All agreement (estimated) total costs less than \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between \$100,000 and \$5,000,000 from .34 to .21. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17, and work in excess of \$10,000,000 at .17.

Period of Performance: Agreements and/or supplements that are 24 months or longer are to be weighted at .35. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than 2 months.

Assistance by the State: To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.

Sub-Consulting: To be weighted in proportion to the amount of subconsulting. Where 40% (40 percent) or more of the design is to be done by subconsultants, the weighting is to be .35. The weighting is proportionally decreased to .17 where all the design is performed by the consultant's own forces.

Exhibit E ***Sub-consultant Cost Computations***

There isn't any 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:

Project Cost Estimate
 Inspection & Testing
 State Avenue Corridor Pavement Preservation NHS
 Marysville, WA
 Prepared For: Mike Hagerty, PE, Consor



HWA Ref: 2024-004
 Date: 29-Dec-23

Prepared By: BS/VO

PROPOSED WORK SCOPE:

This cost estimate is based on testing frequencies requested by the client

1. Sampling and acceptance/Proctor testing of CSTC for use in ADA Ramp construction.
2. Inspection and testing of compacted aggregates for ADA ramp construction.
3. Sampling of HMA aggregate and oil at the plant for ignition oven correction factor.
4. Inspection and testing of HMA placement and compaction (minimum: one test per 100 tons).
5. Sampling and testing HMA during paving for Rice density (15 samples), and for asphalt extraction and gradation (4 samples)
6. Sampling and testing HMA Aggregates (HMAA) for Sand Equivalent, Fracture Face, and Uncompacted Voids (4 samples) and for Grain Size Distribution (12 samples)
7. On-call geotechnical consultation support for potential pavement subgrade issues.
8. Written field reports will be prepared for all inspections and reviewed for QC.

Material Testing - ESTIMATED HWA LABOR:

Scope of Services	2024 PERSONNEL & BILLING RATES						TOTAL	TOTAL
	GeoEng VIII	GeoEng II	Geol VI	Geol II	Contracts		HOURS	AMOUNT
Aggregate Inspection and Testing, including:	\$90.00	\$50.00	\$60.00	\$32.00	\$33.00			
Sampling of CSTC at WSDOT intervals (assume 1 source)				4			4	\$128
Inspection and Testing of compacted aggregates for ADA construction (4 visits)				16			16	\$512
Asphalt Inspection and Testing, including:								
Inspection and Testing during HMA Overlay (15 visits)				150			150	\$4,800
HMA Oven Ignition Correction Sampling of Aggregate and Oil (1 mix x 1 initial source)				4			4	\$128
HMA and HMAA Sampling at Batch Plant (15 trips)				60			60	\$1,920
Geotechnical Observation/Project Management								
Preconstruction Meeting	1		1				2	\$150
On-call Geotechnical Consultation Support	8	4					12	\$920
QA Review, PM, Reporting, Submittal Reviews, and Report Distribution			12		2		14	\$786
DIRECT SALARY COST	9	4	13	234	2		262	\$9,344

LABORATORY TESTING SUMMARY:	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSTC (GS, SE, Fracture) - assume 1 source	1	\$375	\$375
Proctor Tests on all Materials to be Compacted	1	\$285	\$285
HMA Aggregate Acceptance Testing (GS)	12	\$195	\$2,340
HMA Aggregate Acceptance Testing (SE, FF, Unc. Voids)	4	\$330	\$1,320
HMA Oven Correction Factor (1 mixes x 1 source x 3 burns)	3	\$160	\$480
HMA: Rice Density	15	\$160	\$2,400
HMA: Extraction/Gradation	4	\$225	\$900
TOTAL LABORATORY TESTING:			\$8,100

ESTIMATED DIRECT EXPENSES:	
Mileage to Job Site IRS Rate 0.655/mile, assume 19 trips	\$620
Mileage for Sampling Aggregates and HMA at Sources, at IRS Rate 0.655/mile, assume 16 trips	\$580
Nuclear Gauge Rental (Thin Lift or Soil): 19 days @ \$50/day	\$950
TOTAL DIRECT EXPENSES:	\$2,150

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Direct Salary Cost (DSC)	\$9,344
OH @ 1.9007 * DSC	\$17,760
FF @ 30% * (DSC)	\$2,803
Total Labor Cost	\$29,907
Laboratory Testing	\$8,100
Direct Expenses	\$2,150
ESTIMATED TASK TOTAL:	\$40,157

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. HMA Aggregates will be sampled during the same visit that HMA is sampled for Rice/Extraction Gradation.
5. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
6. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. All weekend work is charged at a 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
8. Concrete and Concrete aggregates will not be tested.

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 H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

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: February 5, 2024

SUBMITTED BY: Engineering Services Manager Ken McIntyre, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Consor North America, Inc. for Construction Management Services for the 116th Street NHS Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Consor North America, Inc. to provide Construction Management Services for the 116th Street NHS Project in the amount of \$172,624.72.

SUMMARY:

The City has been awarded \$1,581,400 from the WSDOT National Highway System (NHS) Asset Management Program for the 116th Street Pavement Preservation NHS Project between I-5 and State Avenue. The awarded funds include costs of construction, construction management and material testing.

The project includes a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement marking to current standards for the section of 116th Street between I-5 and State Avenue.

Conzor was selected for this contract through a complete selection process which included review of submitted qualifications in response to the Request for Qualifications (RFQ) that was advertised in July 2023 by the City to provide construction management services for the project. Three statements of qualifications (SOQs) were received during the advertisement period. The City reviewed the provided SOQs and interviewed the consultant teams. The selection committee for this contract was made up of three project engineers within the Public Works department. The selection team interviewed the consultant teams in September 2023 and provided a recommendation for selection to the City Engineer and the Public Works Director. Recommendation for selection was based on combined aggregated score by the City's selection committee in September 2023. Consor was selected for this contract as the firm with the highest average total score based on the criteria and scoring criteria stated the RFQ.

Under this agreement Consor will provide construction management, inspection, oversight, and material testing in accordance with the approved Project Manual and construction documents that were prepared for this project by the City's design consultant (Transpo Group) and approved by WSDOT. It is in staff's opinion that the negotiated scope and fee of \$172,624.72 demonstrates the required level of construction management services for this federally funded project. The full amount of this agreement is reimbursable through the NHS grant.

ATTACHMENTS:

[R2108_WSDOT PSA_Consor.pdf](#)

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: R2108

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): Conсор North America, Inc.	
Address 600 University Street, Suit #300, Seattle WA 98101	Federal Aid Number
UBI Number 601-124-424	Federal TIN or SSN Number
Execution Date 2/12/2024	Completion Date 12/31/2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Construction Management Services for the 116th Street Pavement Preservation Project NHS	
Description of Work Under this agreement the Conсор North America, Inc. (Conсор) will provide the City of Marysville (City) with construction management services during construction of the 116th Street Pavement Preservation Project NHS. Construction involves full width grind and overlay, pavement repair where necessary, upgrading of curb ramps to meet ADA requirements and associated signal improvements, utility adjustment, signal detection equipment replacement, and pavement markings. Conсор will provide daily oversight and coordination on the project between the City and the selected Contractor during the active work phase. This will include material testing and management of project documentation for compliance with project goals in accordance with WSDOT requirements.	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$172,624.72 Management Reserve Fund: \$0 Maximum Amount Payable: \$172,624.72

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B ~~DBE Participation/SBE Plan~~
- 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: R2108

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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, is required to 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. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Sam Adlington
Agency: City of Marysville
Address: 501 Delta Ave
City: Marysville State: Wa Zip: 98270
Email: sadlington@marysvillewa.gov
Phone: 360-363-8273
Facsimile:

If to CONSULTANT:

Name: Mike Hagerty
Agency: Consor North America, Inc.
Address: 600 University Street, Suite #300
City: Seattle State: Wa Zip: 98101
Email: mike.hagerty@consoreng.com
Phone: 925-200-9898
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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. 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 the WSDOT' 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 a 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 the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their 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 by 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: Sam Adlington
Agency: City of Marysville
Address: 501 Delta Ave
City: Marysville State: Wa Zip: 98270
Email: sadlington@marysvillewa.gov
Phone: 360-363-8273
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 and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

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

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

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

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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.

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***Exhibit A
Scope of Work***

Project No. R2108

Consor's scope of work attached.

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SCOPE OF WORK

R2108: 116 TH ST. PAVEMENT PRESERVATION NHS PROJECT CITY OF MARYSVILLE

Project Background

The City of Marysville is initiating a project which includes a full width 2-inch grind and overlay, pavement repairs where necessary, curb ramp replacement to meet Americans with Disabilities Act (ADA) requirements, and pavement markings to current standards. The project design is complete and the construction contractor bids are expected to be opened in early 2024. The City is contracting with Consor North America, Inc. (Consultant) to provide construction management and inspection services for the construction phase of the project.

Project Summary

Consultant will perform project management, contract administration, construction management, construction inspection, and testing and special inspection for the 116th St Pavement Preservation NHS Project.

Project Assumptions

Construction is anticipated to commence in March 2024 for project kick-off and critical submittal phase. For budgeting purposes, an active construction duration of 40 working days (approximately 8 weeks) has been assumed.

Scope of Services

Consultant is proposing to perform the following services in relation to the City's 116th St Pavement Preservation NHS Project:

Task 1 - Project Management and Contract Administration

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Subtask 1.1 Project Coordination

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

Subtask 1.2 Invoices/Status Reporting

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Subtask 1.2 Assumptions

- Assume three (3) monthly invoices and status reports

Subtask 1.2 Deliverables

- Consultant will deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month
 - Issues encountered, and actions taken for their resolution
 - Potential impacts to submittal dates, budget shortfalls, or optional services
 - Construction schedule updates
 - Issues requiring project team action

Subtask 1.3 Project Safety Plan

Prepare a project specific safety plan for Consultant employees, to be used in conjunction with safety plans provided by the construction contractor.

Subtask 1.3 Deliverables

- Copy of project specific safety plan

Task 2 – Construction Contract Administration and Closeout

Objective

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget and schedule, quantities and quality of materials, and verify conformance with contract documents.

Subtask 2.1 Pre-Construction Meeting

Attend and lead the Pre-Construction Meeting with up to three (3) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.1 Assumptions

- Three (3) consultant staff to attend Pre-Construction Meeting.

Subtask 2.1 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.2 Project and Weekly Construction Meetings

Attend and lead project, weekly construction, and utility coordination meetings with up to one (1) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

Subtask 2.2 Assumptions

- One (1) consultant staff to attend (Construction Manager). Construction Inspector attendance is covered in Task 3 and not included in this subtask. Assume eight (8) weekly meetings during active construction.

Subtask 2.2 Deliverables

- Meeting agenda and meeting minutes

Subtask 2.3 Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status.

2. Issue change orders, including independent cost justifications, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
5. Monitor overall project construction budget.
6. Maintain material quantity and quality documentation, including maintenance of the Record of Materials (ROM).

Subtask 2.3 Assumptions

- Assume Four (4) change orders taking ten (10) hours per change orders to coordinate with City, EOR and contractor and draft change orders.
- WSDOT will develop the ROM. If WSDOT is unable to provide the ROM prior to construction, the Consultant can prepare for an additional fee (to be reserved for supplement, if needed).

Subtask 2.3 Deliverables

- Change order documents for City review and approval.
- Field work directives and non-conformance reports
- Quality and quantity documentation
- Updated ROM

Subtask 2.4 Monthly Progress Estimates

Track quantities of materials installed monthly on pay note documents and draft progress estimates. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

Subtask 2.4 Assumptions

- Three (3) monthly estimates are assumed. It is anticipated that three (3) monthly estimates will be required during active construction and project closeout.

Subtask 2.4 Deliverables

- Quantity tracking spreadsheet
- Monthly progress estimates with recommendation to pay

Subtask 2.5 Shop Drawings, Submittals and RFIs

Prepare and maintain submittal log for approximately 20 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 5 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

Subtask 2.5 Assumptions

- Ten (10) shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume five (5) additional re-submittals.
- Five (5) RFIs are assumed, with an average of two (2) hours per RFI.

Subtask 2.5 Deliverables

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

Subtask 2.6 Labor Compliance

Lead all labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent) and affidavit of paid wages (Affidavit).
2. Review and approve Request to Sublets (RTS).
3. Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
4. Coordinate wage rate interviews with construction inspector and contractors.
5. Oversee contractor DBE compliance and reporting, including subcontract review, utilization reports.

Subtask 2.6 Assumptions

- Ten (10) Request to Sublets are assumed, with an average of one and half (1.5) hours per request.

Subtask 2.6 Deliverables

- Requests to Sublet filed

- Intents and Affidavits filed
- Certified payroll filed
- Wage rate interviews filed
- DBE reporting filed

Subtask 2.7 Project Closeout

Consultant will lead the close-out phase to document completion of the project and adherence to WSDOT LAG requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of “Record Drawings”

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures. Provide hard copies of documentation upon request.

Subtask 2.7 Deliverables

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive). Hard copies if requested.

Task 3 – Construction Inspection

Objective

Provide full time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City’s on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor’s operations and work.

Subtask 3.1 Construction Inspection

The Construction Inspector’s activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.

3. Observe/inspect the contractor's activities, operations, and work and document the contractor's work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.
4. Monitor the contractor's progress with respect to planned/scheduled work.
5. Document contractors and DBE subcontractors working onsite and conduct wage rate interviews for all DBE contractors, contractor and sub-contractors.
6. Document the contractor's construction activities (preparation of daily reports, photographs, etc.).
7. Create field note records of bid item work performed.
8. Verify and document that traffic control is per accepted traffic control plans when on-site.
9. Keep Construction Manager and City informed of project progress, issues, and developments.
10. Review minor change requests by the contractor.
11. Coordinate, observe, and document material testing and special inspection
12. Utility coordination with stakeholders
13. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
14. Maintain field construction records and as-built set.
15. Maintain photo log

Subtask 3.1 Assumptions

- Inspection hours estimated at 50 hours per week
- For 40 working days (8 weeks) and includes attendance at all project meetings.

Subtask 3.1 Deliverables

- Daily progress reports, photos, force account documentation
- DBE on site review
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

Task 4 – Testing and Special Inspection Services During Construction

Objective

Work under this task includes material testing and special inspection services in accordance with LAG testing requirements and NHS Highway System requirements.

Subtask 4.1 Material Testing and Special Inspections

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the LAG Manual.

Subtask 4.1 Assumptions

- Testing level of effort based on assumptions included in Materials Testing Consulting, Inc’s quote (attached)

Subtask 4.1 Deliverables

- Material test and special inspection test reports

Proposed Material Testing and Special Inspection Firm

- Materials Testing Consulting, Inc. – Material Testing and Special Inspection

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$ 172,624.72. The proposed fee estimate is provided as “Attachment A.” Fee estimates are based upon Consultant’s approved indirect overhead rates.

Proposed Project Schedule

Construction is anticipated to commence in February 2024 for project kick-off and critical submittal phase. For budgeting purposes, an active construction duration of 40 working days (approximately 8 weeks) has been assumed.

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Not applicable for this contract

B. Roadway Design Files

Not applicable for this contract

C. Computer Aided Drafting Files

Not applicable for this contract

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

Not applicable for this contract

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

Not applicable for this contract

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

Not applicable for this contract

II. Any Other Electronic Files to Be Provided

Not applicable for this contract

III. Methods to Electronically Exchange Data

Not applicable for this contract

A. Agency Software Suite

Not applicable for this contract

B. Electronic Messaging System

Not applicable for this contract

C. File Transfers Format

Not applicable for this contract

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

See attached:

D1 - Fee Estimate

D2 - Approved ANTE

D3 - Consultant Fee Calculation Worksheet

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**Consultant Fee Determination - Summary Sheet
Negotiated Fee**

Client City of Marysville
Project Name Project R2108: 116th Street Pavement Preservation NHS Project
Task Description:
Consultant Fee Determination
Consultant: Consor North America, Inc

Code LABOR	Classification	Man Hours		Rate	Dollars
		Hours			
	M Hagerty	4	x	\$99.96	= 399.84
	M Warren	210	x	\$72.00	= 15,120.00
	R Hawkins	426	x	\$49.50	= 21,087.00
	Heidi Ramos	158	x	\$43.26	= 6,835.08
	E Warren	98	x	\$41.25	= 4,042.50
	A Gillis	5	x	\$36.06	= 180.30
		0	x	\$0.00	= 0.00
Total Hours		901			
		Total DSC			= 47,664.72
 Overhead (OH Cost -- including Salary Additives)					
		OH Rate x DSC of <u>191.91%</u>	x	<u>\$ 47,664.72</u>	= 91,473.36
 Negotiated Fee (NF):					
		NF Rate x DSC of <u>26.95%</u>	x	<u>\$ 47,664.72</u>	= 12,845.64
 Reimbursables					
Itemized		Quantity	Units	Rate	In Scope
	Mileage	4,000	each @	\$0.655	= <u>2,620.00</u>
Reimbursables Total					<u>2,620.00</u>
Consor Subtotal					<u>154,603.72</u>
Subconsultant					
	MTC				<u>18,021.00</u>
Grand Total					<u><u>172,624.72</u></u>

Prepared By: Mark Warren

Date: November 9, 2023

Project R2108: 116th Street Pavement Preservation NHS Project
City of Marysville
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)							Hours	Labor	Overhead	Profit	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
	Principal Engineer I	Construction Manager V	Inspector IV	Technician IV	Technician I	Administrative III	MTC										
	Staff Name																
Average Billing Rate Estimated per Classification/Staff	\$99.96	\$72.00	\$49.50	\$43.26	\$41.25	\$36.06											
	\$99.96	\$72.00	\$49.50	\$43.26	\$41.25	\$36.06											
	HagertyMic	WarrenMar	HawkinsRic	RamosHel	WarrenElk	GillisAsh			191.91%	26.95%							
Task 1 - Project Management and Contract Administration																	
Task 1.1 - Project Coordination	3						3	\$ 299.88	\$ 575.50	\$ 80.82			1.0	\$ -	\$ -	\$ 956	
Task 1.2 - Invoices/Status Reporting		3					8	\$ 396.30	\$ 760.54	\$ 106.80			1.0	\$ -	\$ -	\$ 1,264	
Task 1.3 - Project Safety Plan	1	2					3	\$ 243.96	\$ 468.18	\$ 65.75			1.0	\$ -	\$ -	\$ 778	
Task 1 Subtotal	4	5	0	0	0	5	14	\$ 940.14	\$ 1,804.22	\$ 253.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,998	
Task 2 - Construction Contract Administration and Closeout																	
Task 2.1 - Pre-Construction Meeting	16		6				22	\$ 1,449.00	\$ 2,780.78	\$ 390.51			1.0	\$ -	\$ 105	\$ 4,725	
Task 2.2 - Project and Weekly Construction Meetings	40						40	\$ 2,880.00	\$ 5,527.01	\$ 776.16			1.0	\$ -	\$ 419	\$ 9,602	
Task 2.3 - Contract Administration	56			80			136	\$ 7,492.80	\$ 14,379.43	\$ 2,019.31			1.0	\$ -	\$ -	\$ 23,892	
Task 2.4 - Monthly Progress Estimates	18			24			42	\$ 2,334.24	\$ 4,479.64	\$ 629.08			1.0	\$ -	\$ -	\$ 7,443	
Task 2.5 - Shop Drawings, Submittals and RFIs	50			14			64	\$ 4,205.64	\$ 8,071.04	\$ 1,133.42			1.0	\$ -	\$ -	\$ 13,410	
Task 2.6 - Labor Compliance	5				58		63	\$ 2,752.50	\$ 5,282.52	\$ 741.80			1.0	\$ -	\$ -	\$ 8,777	
Task 2.7 - Project Closeout	20		20	40	40		120	\$ 5,810.40	\$ 11,150.74	\$ 1,565.90			1.0	\$ -	\$ -	\$ 18,527	
Task 2 Subtotal	0	205	26	158	98	0	487	\$ 26,924.58	\$ 51,670.96	\$ 7,256.17	\$ -	\$ -	\$ -	\$ 524	\$ 86,376		
Task 3 - Construction Inspection																	
Task 3.1 - Construction Inspection			400				400	\$ 19,800.00	\$ 37,998.18	\$ 5,336.10			1.0	\$ -	\$ 2,096	\$ 65,230	
Task 3 Subtotal	0	0	400	0	0	0	400	\$ 19,800.00	\$ 37,998.18	\$ 5,336.10	\$ -	\$ -	\$ -	\$ 2,096	\$ 65,230		
Task 4 - Testing and Special Inspection Services During Construction																	
Task 4.1 - Material Testing and Special Inspections							0	\$ -	\$ -	\$ -	18,021		1.0	\$ 18,021	\$ -	\$ 18,021	
Task 4 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	18,021	\$ -	\$ -	\$ 18,021	\$ -	\$ 18,021	
TOTAL - ALL TASKS	4	210	426	158	98	5	901	\$ 47,664.72	\$ 91,473.36	\$ 12,845.64	\$ 18,021	\$ -	\$ 18,021	\$ 2,620	\$ 172,625		

Actuals Not To Exceed Table (ANTE)

City of Marysville Agreement: Consor North America, Inc. 10900 NE 8th Street, #1440 Bellevue, WA 98004				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		191.91%	26.95%	
Principal Engineer VI	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer V	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer IV	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer III	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer II (Reza ONLY)	\$121.59	\$233.34	\$32.77	\$387.70
Principal Engineer II	\$106.25	\$203.90	\$28.63	\$338.79
Principal Engineer I	\$106.25	\$203.90	\$28.63	\$338.79
Professional Engineer IX	\$69.55	\$133.47	\$18.74	\$221.77
Professional Engineer VIII	\$86.54	\$166.08	\$23.32	\$275.94
Professional Engineer VII	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer VI	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer V	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer IV	\$68.20	\$130.88	\$18.38	\$217.46
Professional Engineer III	\$68.20	\$130.88	\$18.38	\$217.46
Engineering Designer IX	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer VIII	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer VII	\$67.37	\$129.29	\$18.16	\$214.82
Engineering Designer IV	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer III	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer II	\$46.00	\$88.28	\$12.40	\$146.68
Engineering Designer I	\$36.00	\$69.09	\$9.70	\$114.79
Construction Manager VI	\$72.00	\$138.18	\$19.40	\$229.58
Construction Manager V	\$72.00	\$138.18	\$19.40	\$229.58
Construction Manager III	\$72.00	\$138.18	\$19.40	\$229.58
Inspector VI	\$72.00	\$138.18	\$19.40	\$229.58
Inspector V	\$72.00	\$138.18	\$19.40	\$229.58
Inspector IV	\$49.50	\$95.00	\$13.34	\$157.84
Inspector III	\$49.50	\$95.00	\$13.34	\$157.84
Inspector II	\$49.50	\$95.00	\$13.34	\$157.84
Inspector I	\$49.50	\$95.00	\$13.34	\$157.84
Technician IV	\$43.26	\$83.02	\$11.66	\$137.94
Technician III	\$41.25	\$79.16	\$11.12	\$131.53
Technician II	\$43.26	\$83.02	\$11.66	\$137.94
Technician I	\$41.25	\$79.16	\$11.12	\$131.53
Administrative III	\$50.00	\$95.96	\$13.48	\$159.43
Administrative II	\$42.00	\$80.60	\$11.32	\$133.92
Administrative I	\$42.00	\$80.60	\$11.32	\$133.92
Project Coordinator IV	\$50.00	\$95.96	\$13.48	\$159.43

Project Coordinator III	\$50.00	\$95.96	\$13.48	\$159.43
Project Coordinator II	\$42.00	\$80.60	\$11.32	\$133.92
Project Coordinator I	\$42.00	\$80.60	\$11.32	\$133.92

Appendix AA Consultant Fee Calculation Worksheet

AA.1 Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.26	6.5
Relative Difficulty of Work	20	0.26	5.2
Size of Job	15	0.34	5.1
Period of Performance	15	0.18	2.7
Assistance by the State	15	0.35	5.25
Sub-consulting	10	0.22	2.2
Total			26.95

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable fixed fee and/or profit percentage of direct (raw) labor costs for the agreement and/or supplement.

AA.2 Description of Calculation of Fee Factors

Degree of Risk: Where the design involves no risk, or the degree of risk is very small, the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.

Relative Difficulty of Design: If the design is most difficult and complex, the weighting should be .35 and should be proportionally reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.

Size of Job: All agreement (estimated) total costs less than \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between \$100,000 and \$5,000,000 from .34 to .21. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17, and work in excess of \$10,000,000 at .17.

Period of Performance: Agreements and/or supplements that are 24 months or longer are to be weighted at .35. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than 2 months.

Assistance by the State: To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.

Sub-Consulting: To be weighted in proportion to the amount of subconsulting. Where 40% (40 percent) or more of the design is to be done by subconsultants, the weighting is to be .35. The weighting is proportionally decreased to .17 where all the design is performed by the consultant's own forces.

Exhibit E ***Sub-consultant Cost Computations***

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached

Agreement Number: R2108



Date: **December 5, 2023**
 Client Name: **Consor** Contact: **Mark Warren, PE**
 Address: **400 E Mill Plain Blvd., Ste 400, Vancouver, WA 98660** Phone: **Mobile: +1.360.628.6896**
 Email: **Mark Warren <Mark.Warren@consoreng.com>** Geotech of Record: **NA**
 Architect: **NA** Based on Plans Dated: **Email**
 Project Name: **Marysville 116th Street Pavement Preservation Projects**

Materials Testing & Consulting, Inc. (MTC) thanks you for the opportunity, and respectfully submits the following proposal to provide materials testing and special inspection services during construction of the above-referenced project. Combined with our past experience with projects of similar size and scope, we estimate the total cost of our services for this project to be:

Special & Construction Inspection- Night work- \$10 hourly add if continuous 40 hour week- 1.5 times rate otherwise					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
IPDS	Site Subgrade & Rock Course Compaction	Hour	16	\$ 90.00	\$ 1,440.00
IPDA	Asphalt Paving	Hour	100	\$ 90.00	\$ 9,000.00
SAMPU	Sample Pickup if Required (Allowance)	Hour	12	\$ 90.00	\$ 1,080.00
Subtotal - Special & Construction Inspection:					\$ 11,520.00
Laboratory Testing					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PROC	Moisture Density Relationship/Proctor with Sieve	Each	1	\$ 358.00	\$ 358.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	Each	9	\$ 171.00	\$ 1,539.00
SE	Sand Equivalent	Each	3	\$ 132.00	\$ 396.00
FRAC	Fracture Percentage	Each	3	\$ 92.00	\$ 276.00
UVC	Uncompacted Void Content	Each	3	\$ 198.00	\$ 594.00
EXT	Asphalt Extraction with Gradation	Each	3	\$ 376.00	\$ 1,128.00
RICE	Rice Density	Each	10	\$ 125.00	\$ 1,250.00
Other	Oven Calibration	Each	1	\$ 200.00	\$ 200.00
Subtotal - Laboratory Testing:					\$ 5,741.00
Project Management & Consulting Services					
Bill Code	Item / Description	Unit	Quantity	Rate	Total
PM - STR	Project Management	Hour	8	\$ 95.00	\$ 760.00
Subtotal - Project Management & Consulting Services:					\$ 760.00
Budget Estimate for Services - Total:					\$ 18,021.00



Date: December 5, 2023
Client Name: Consor
Address: 400 E Mill Plain Blvd., Ste 400, Vancouver, WA 98660
Email: Mark Warren <Mark.Warren@consoreng.com>
Architect: NA
Project Name: Marysville 116th Street Pavement Preservation Projects

Contact: Mark Warren, PE
Phone: **Mobile:** +1.360.628.6896
Geotech of Record: NA
Based on Plans Dated: Email

- Soils inspection and testing services are proposed to measure compliance with project documents, including drawings, specifications and the recommendation of the soils report. In the event that a test or tests fail to meet the soils report's recommendations or if project conditions differ from approved project documents, it shall be referred to the Geotechnical Engineer of Record for resolution.
- Prices are subject to change if this agreement is not executed within 90 days from the date of the bid.
- All services will be provided on a time and materials basis. The total is an estimate and the actual construction cost will be based on the project schedule and sequencing. The estimate is not a guaranteed price. A four hour minimum charge applies to all work performed, billing is also based on a portal to portal basis. A premium rate of 1.5 times the regular rate will be charge for overtime and 2 times the regular charge for Sundays and holidays.
- MTC will utilize the laboratory based closest to the project site. MTC offers additional services upon request which will be billed at our regular fee schedule. Acceptance of this proposal will constitute agreement to MTC standard general terms and conditions.
- Invoices are due and payable upon receipt. Any invoice not paid within thirty (30) days of the date rendered may be assessed a finance charge of one-and-one-half (1½%) percent per month, for each month beyond thirty (30) days past due. Invoices not paid within sixty (60) days of the date rendered may result in MTC stopping work until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred to an independent company for collection. Client will be responsible for all expenses incurred by MTC for the collection of any unpaid invoice(s), including collection fees, actual attorneys' fees, and costs for legal counsel as stated in RCW 19.16.250.21. Furthermore, Client acknowledges that MTC may elect to withhold a Final Letter of Compliance for the project, and/or place a lien on any real property until all outstanding invoices and/or fees have been paid in full.
- As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.
- In closing, our experienced inspection staff will ensure the highest level of quality is brought to your project. We believe that our local staff and vast experience on projects of similar size and scope make MTC the clear team member of choice for this project. We look forward to working with you.

Respectfully Submitted,

Deane Ramsdell

Deane Ramsdeell
360-508-6336
dhr@mtc-inc.net

 Client Authorized Signature

 Printed Name & Title

 Date

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Conсор North America, Inc.

whose address is

600 University Street, Suite #300, Seattle, WA 98101

and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Marysville
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: R2108

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: R2108

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.

Conсор North America, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: R2108

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.

Conсор North America, Inc.

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 116th Street Pavement Preservation NHS * are accurate, complete, and current as of 12/20/2023 **.

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: Consor North America

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: R2108

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: R2108

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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: R2108

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Commander James Tolbert, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Marysville Jail Medical Services Contract

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Jail Medical Services contract.

SUMMARY: Marysville Jail 3-year medical services contract. Medical services will be provided by Rae Boyd APRN, BC, PLLC. Raye Boyd has provided medical services for the City of Marysville Jail for over 15 years. This contract establishes defined services for a contracted monthly charge. This contracted monthly charge will assist in controlling medical cost expenditures and outside medical facility costs.

ATTACHMENTS:
[Proposed Contract.pdf](#)

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This Agreement is made between a business entity known as The City of Marysville with a mailing address of 601 Delta Ave, Marysville, Washington, 98270 ("Client")

AND

A business entity known as Rae Boyd APRN, BC, PLLC with a mailing address of 24115 145th Ave SE, Snohomish, Washington, 98296-6985 ("Contractor").

II. Services. The Contractor agrees to perform the following:

Medical Services shall be available to provide medical care to Client's inmates at the Client's facility from early morning before 9am and evening with the flexibility that the Contractor may leave at the end of the day provided any necessary medical needs have been addressed.

Contractor, when available prior to booking, will conduct a general health screen to ensure person is medically cleared to be booked.

Morning and evening medications will be administered by medical staff during agreed times.

Contractor can be called upon to perform phlebotomy for blood alcohol levels. The materials will be provided by an officer and if the Contractor is not available then phlebotomy will be performed by another facility such as an Emergency Department.

Hereinafter known as the "Services".

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

Provided that the Client has no more than fifty (50) inmates, the Client shall pay Contractor \$43,000 per month. If the inmate population is more than fifty (50) inmates on average per day in any three (3) consecutive months of any year, the parties agree to a tiered payment the following months until end of the three (3) year contract. The tiered payment will be an additional \$200.00 per inmate evaluated when inmate population of fifty one (51) to sixty (60), \$300.00 per inmate evaluated when inmate population of sixty one (61) to seventy (70), an additional \$400.00 per inmate evaluated when inmate population of seventy one (71) to eighty (80), and an additional \$500.00 per inmate evaluated when inmate population of eighty one (81) to ninety six (96).

If the Contractor is called outside agreed time to the Client's facility to provide care to an inmate, the Client shall pay \$300 per incident/inmate; and if the Contractor is called by phone outside agreed time to consult on care for an inmate, the Client shall pay \$50 per incident.

If the Contractor is called in to perform Phlebotomy for a blood alcohol level, the Contractor will be paid \$450.00 per incident.

The monthly fee and the additional fees set forth in the Section III shall be increased on each anniversary date of this Agreement by 5 percent (5%).

Client shall pay the monthly fee on or before the 25th of the month in which services are provided. Contractor shall invoice Client for additional services, as set forth above, which shall be paid by the 25th of the following month.

IV. Due Date. The Services provided by the Contractor shall begin on January 1, 2024 and end on December 31, 2027.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, personal supplies, personal equipment, operating business costs, business costs, employment costs, taxes, Social Security contributions/ payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor. The Client will be responsible for medications, medical supplies, medical equipment, and fees incurred by the inmate through other outside medical services necessary for the inmate's continuation of care.

VI. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

Contractor has the right to perform Services for others during the term of this Agreement;

Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;
Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement.

Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;

The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;

Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement;
and

Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VII. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws

requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Making federal or state unemployment compensation contributions on the Contractor's behalf; and The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive professional liability insurance/malpractice coverage. There shall be a minimum amount of combined single limit of \$2,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on December 31, 2027. In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party; or

Any act exposing the other party to liability to others for personal injury or property damage.

XV. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a Washington state court.

XXVIII. Confidentiality. The Contractor will comply with state and federal laws regarding the confidentiality of patient health information.

XIX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXI. Additional Terms and Conditions. Negotiated cost will be confidential. The contractor will provide services until end of contract date. Contract can be terminated immediately if both parties agreeable.

XXII. Governing Law. This Agreement shall be governed under the laws in the State of Washington.

XXIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXIV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXV. Entire Agreement. This Agreement, along with any attachments or addend urns, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature  Date 12/21/23
Print Name Rae Boyd



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Community Development

ITEM TYPE: Real Estate

AGENDA SECTION: **New Business**

SUBJECT: City of Marysville Utility Easement for CP Logistics Marysville, LLC.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the City of Marysville Utility Easement between CP Logistics Marysville, LLC and the City of Marysville.

SUMMARY: This is a set of utility easements between CP Logistics Marysville, LLC and the City of Marysville for Northpointe Industrial Park.

ATTACHMENTS:
[COM Utility Easement CP Logistics.pdf](#)

After recording return to:

City of Marysville
1049 State Avenue
Marysville, WA 98270

City of Marysville Utility Easement

THIS INDENTURE made this _____ day of November, 2023 between (owner) CP Logistics Marysville, LLC, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and (bank) _____, hereinafter referred to as "Mortgagee," WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

Abbreviated legal description See EXHIBIT A attached hereto
PTN'S OF AMENDED NORTHPOINTE INDUSTRIAL PARK PH. 1, BINDING SITE PLAN No. PA 08-030, SNOHOMISH COUNTY REC. No. 200911245003. Add'l on p. _____
(i.e., lot, block, plat or quarter, section, township, range)
Assessor's Tax Parcel ID#: 310533-003-031-00

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under, through, in and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines, pipes and appurtenances across, over, under, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT B** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition

Individual Notary:

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Washington

Residing at (city): _____

My commission expires: _____

Representative or Company Notary:

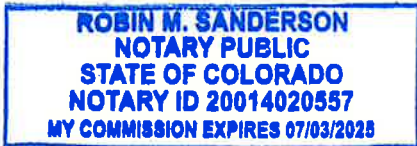
STATE OF ~~WASHINGTON~~ ^{Colorado})
)ss.
COUNTY OF ~~SNOHOMISH~~ ^{DENVER})

I certify that I know or have satisfactory evidence that Lauren Keens is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged him/her as the (title) Authorized Signer of (company) CP Logistics Marysville, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5th day of December, 2023

Robin M. Sanderson
(Notary Signature)

Robin M. Sanderson
(Print Name)



NOTARY PUBLIC in and for the State of ~~Washington~~ ^{Colorado}

Residing at (city): DENVER

My commission expires: July 3, 2025

Note: Do not write or stamp in 1" margins.

EXHIBIT 'A'
LEGAL DESCRIPTION OF WATER LINE EASEMENTS

Being a 15.00-foot-wide strip of land situated within Tract 998 of Northpointe Industrial Park Phase 1 Binding Site Plan No. PA 08-030, recorded September 30, 2009 under Recording No. 200909305003, and amended by First Amendment to Northpointe Industrial Park Phase 1 Binding Site Plan No. PA 08-030, recorded November 24, 2009 under Recording No. 200911245003, records of Snohomish County, Washington, the centerline of which is described as follows:

Commencing at the northeast corner of said Tract 998, from which the southeast corner of said tract bears S03°28'00"W a distance of 1296.80 feet, said northeast corner being the beginning of a non-tangent curve to the left from which the radius point bears S13°39'55"W a distance of 429.01 feet; Thence Westerly along said curve, being also along the northerly boundary of said tract, through a central angle of 10°15'18", an arc distance of 76.78 feet to a point, said point being the POINT OF BEGINNING;

Thence along said strip centerline the following thirteen courses:

1. S03°21'11"W, 276.22 feet to Point 'A;'
2. S03°21'11"W along said line a distance of 287.87 feet to Point 'B;'
3. S03°21'11"W along said line a distance of 297.85 feet to Point 'C;'
4. S03°21'11"W along said line a distance of 124.99 feet;
5. N86°38'49"W, 211.51 feet to Point 'D;'
6. N86°38'49"W along said line a distance of 186.96 feet to Point 'E;'
7. N86°38'49"W along said line a distance of 165.43 feet;
8. N41°38'49"W, 65.20 feet;
9. N03°21'11"E, 47.80 feet to Point 'F;'
10. N03°21'11"E along said line a distance of 295.26 feet to Point 'G;'
11. N03°21'11"E along said line a distance of 276.10 feet to Point 'H;'
12. N03°21'11"E along said line a distance of 277.50 feet 'I;'
13. N03°21'11"E along said line a distance of 29.59 feet to the northerly boundary of said tract and the TERMINUS of this centerline description.

The sidelines of the above-described strip are to be lengthened or shortened as necessary to intercept said northerly tract boundary.

TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:

BEGINNING at said Point 'A;'

Thence S86°38'49"E, 27.17 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:

BEGINNING at said Point 'B;'

Thence S86°38'49"E, 27.50 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:

BEGINNING at said Point 'C;'

Thence S86°38'49"E, 16.45 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:

BEGINNING at said Point 'D;'

Thence S03°21'11"W, 16.00 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:

BEGINNING at said Point 'E;'

21681 – NORTHSOUND

21681L.003 – MWD

September 18, 2023

PG. 1 OF 3

Thence S03°21'11"W, 16.00 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:
BEGINNING at said Point 'F';
Thence N86°38'49"W, 27.17 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:
BEGINNING at said Point 'G';
Thence N86°38'49"W, 28.50 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:
BEGINNING at said Point 'H';
Thence N86°38'49"W, 28.91 feet to the terminus of this centerline description.

AND TOGETHER WITH a 15.00-foot-wide strip of land the centerline of which is described as follows:
BEGINNING at said Point 'I';
Thence N86°38'49"W, 15.00 feet to the terminus of this centerline description.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at the southwest corner of said tract;
Thence N04°25'31"E along said tract boundary a distance of 68.21 feet to Point 'J' and the BEGINNING of this easement parcel description;
Thence N04°25'31"E along said tract boundary a distance of 15.00 feet;
Thence S85°34'29"E, 4.00 feet;
Thence S04°25'31"W, 15.00 feet;
Thence N85°34'29"W, 4.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at said Point 'J';
Thence N04°25'31"E along said tract boundary a distance of 300.00 feet to Point 'K' and the BEGINNING of this easement parcel description;
Thence N04°25'31"E along said tract boundary a distance of 15.00 feet;
Thence S85°34'29"E, 4.00 feet;
Thence S04°25'31"W, 15.00 feet;
Thence N85°34'29"W, 4.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at said Point 'K';
Thence N04°25'31"E along said tract boundary a distance of 299.00 feet to Point 'L' and the BEGINNING of this easement parcel description;
Thence N04°25'31"E along said tract boundary a distance of 15.00 feet;
Thence S85°34'29"E, 4.00 feet;
Thence S04°25'31"W, 15.00 feet;
Thence N85°34'29"W, 4.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at said Point 'L';
Thence N04°25'31"E along said tract boundary a distance of 17.24 feet to a curve to the left having a radius of 479.12 feet and a central angle of 09°13'55";
Thence Northerly along said curve, and along said tract boundary, an arc distance of 77.20 feet to a reverse curve to the right having a radius of 429.11 feet and a central angle of 09°13'53";
Thence Northerly along said curve, and along said tract boundary, an arc distance of 69.14 feet;
Thence N04°25'31"E, 118.22 feet to Point 'M' and the BEGINNING of this easement parcel description;

Thence N04°25'31"E along said tract boundary a distance of 15.00 feet;
Thence S85°34'29"E, 4.00 feet;
Thence S04°25'31"W, 15.00 feet;
Thence N85°34'29"W, 4.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at said Point 'M';
Thence N04°25'31"E along said tract boundary a distance of 299.00 feet to Point 'N' and the BEGINNING of this easement parcel description;
Thence N04°25'31"E along said tract boundary a distance of 15.00 feet;
Thence S85°34'29"E, 4.00 feet;
Thence S04°25'31"W, 15.00 feet;
Thence N85°34'29"W, 4.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at the northeast corner of said tract, from which the southeast corner of said tract bears S03°28'00"W a distance of 1296.80 feet, said northeast corner being the beginning of a non-tangent curve to the left from which the radius point bears S13°39'55"W a distance of 429.01 feet;
Thence Westerly along said curve, and along said tract boundary, through a central angle of 11°44'02", an arc distance of 87.86 feet;
Thence N88°01'43"W along said tract boundary a distance of 43.57 feet to Point 'O' and the BEGINNING of this easement parcel description;
Thence N88°01'43"W along said tract boundary a distance of 15.00 feet;
Thence S01°58'17"W, 5.00 feet;
Thence S88°01'43"E, 15.00 feet;
Thence N01°58'17"E, 5.00 feet to the POINT OF BEGINNING.

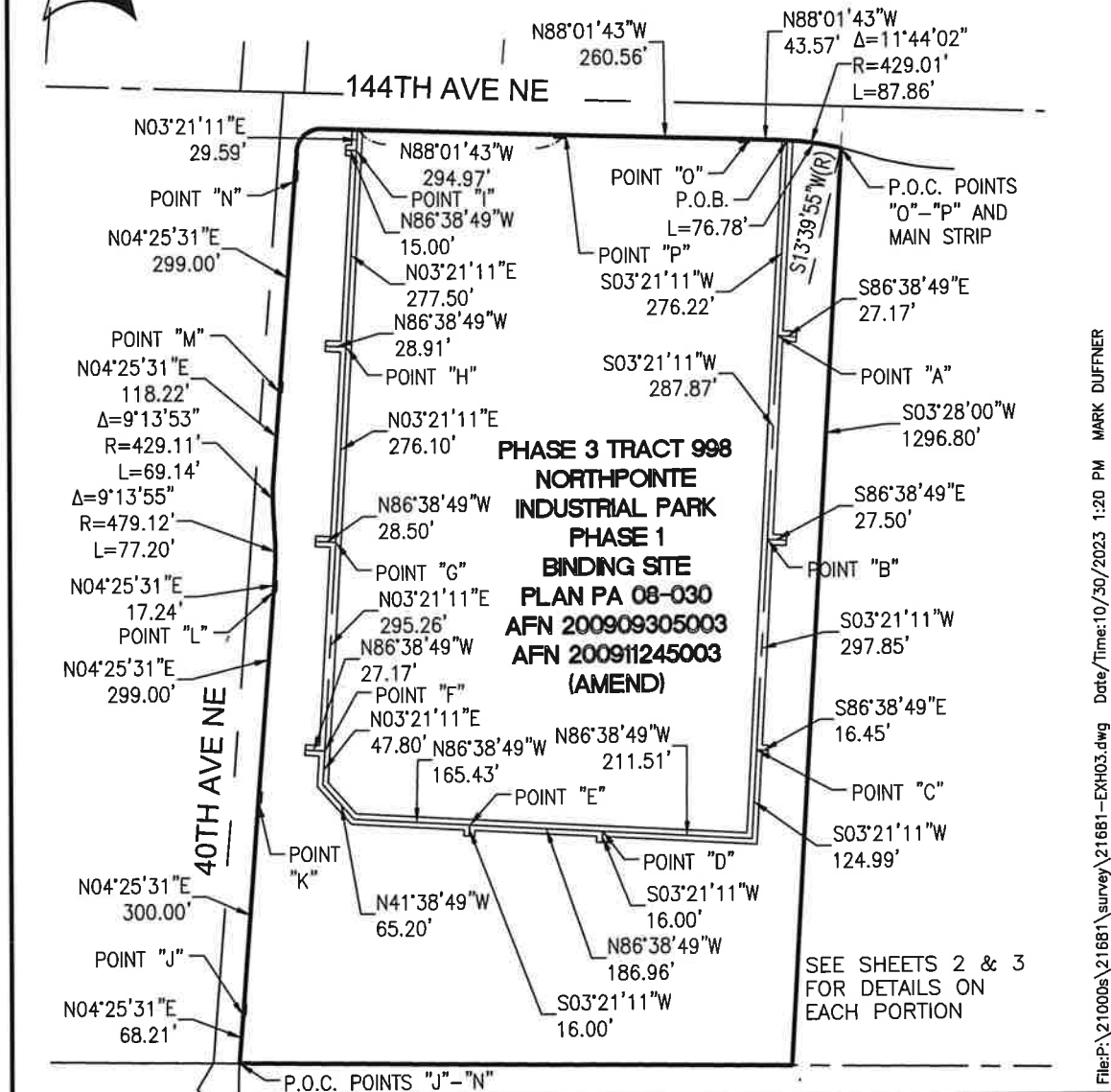
AND TOGETHER WITH the following described portion of said Tract 998:
Commencing at said Point 'O';
Thence N88°01'43"W along said tract boundary a distance of 260.56 feet to Point 'P' and the BEGINNING of this easement parcel description;
Thence N88°01'43"W along said tract boundary a distance of 15.00 feet;
Thence S01°58'17"W, 5.00 feet;
Thence S88°01'43"E, 15.00 feet;
Thence N01°58'17"E, 5.00 feet to the POINT OF BEGINNING.



EXHIBIT "B"



GRAPHIC SCALE



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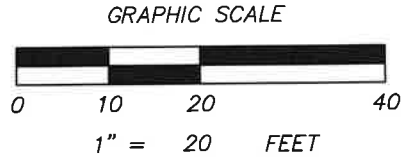
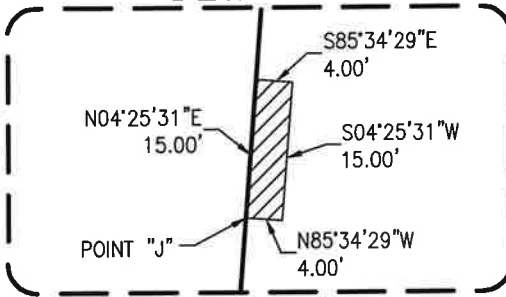
<p>SCALE: HORIZONTAL 1"=250'</p>	<p>For: CP LOGISTICS MARYSVILLE, LLC</p>	<p>JOB NUMBER 21681</p>
 <p>BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM</p>	<p>Title: WATERLINE EASEMENTS</p>	<p>SHEET 1 of 3</p>
<p>DESIGNED _____ DRAWN <u>BDG</u> CHECKED <u>MWD</u> APPROVED <u>MWD</u> DATE <u>10/30/23</u></p>		

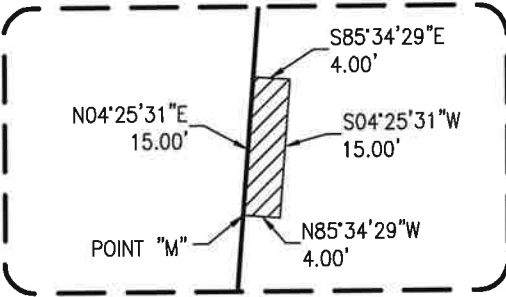
EXHIBIT "B"



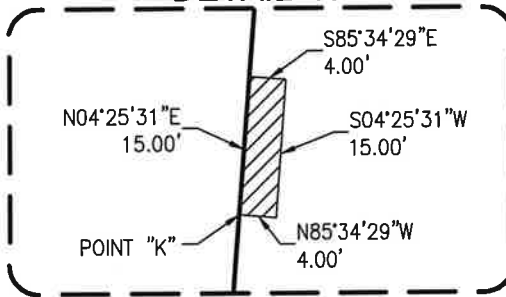
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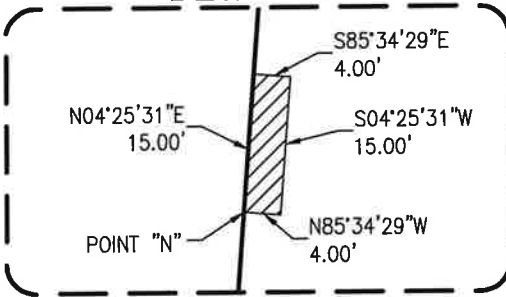
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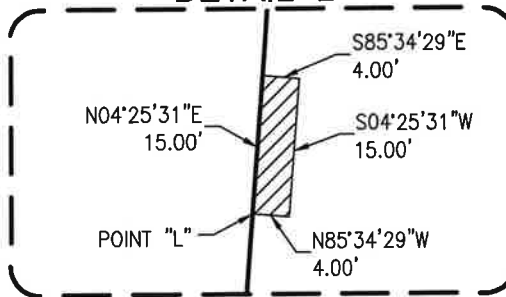
DETAIL "K"



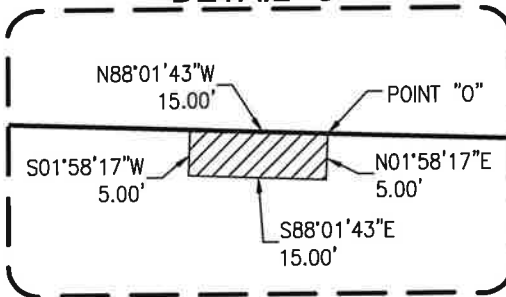
DETAIL "N"



DETAIL "L"



DETAIL "O"



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SCALE:
HORIZONTAL 1"=20'



**BARGHAUSEN
CONSULTING ENGINEERS, INC.**
18215 72ND AVENUE SOUTH
KENT, WA 98032
425.251.6222 BARGHAUSEN.COM

For:
**CP LOGISTICS
MARYSVILLE, LLC**

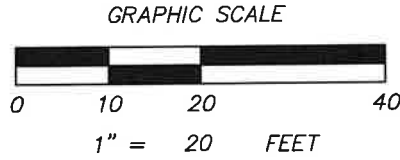
Title:
**WATERLINE
EASEMENTS**

JOB NUMBER
21681

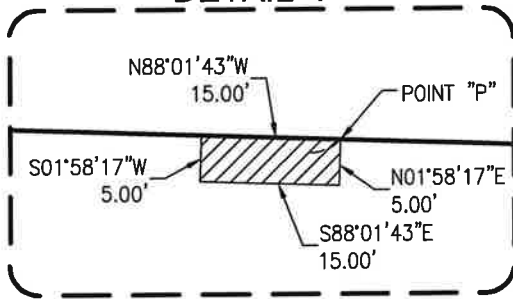
SHEET
2 of 3

DESIGNED _____ DRAWN BDG CHECKED MWD APPROVED MWD DATE 10/30/23


EXHIBIT "B"



DETAIL "P"



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SCALE: HORIZONTAL 1"=20'	For: CP LOGISTICS MARYSVILLE, LLC	JOB NUMBER 21681
 BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: WATERLINE EASEMENTS	SHEET 3 of 3
DESIGNED _____ DRAWN <u>BDG</u> CHECKED <u>MWD</u> APPROVED <u>MWD</u> DATE <u>10/30/23</u>		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Storm and Wastewater Utility Manager Matthew Eyer, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Water Quality Stormwater Capacity Grant Agreement with the Department of Ecology

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Department of Ecology Grant Agreement WQSWCAP-2325-MaryPW-0005.

SUMMARY: The City of Marysville has been offered \$130,000 in grant funding from the Department of Ecology to assist in the implementation and management of the City’s NPDES Phase II Stormwater Permit. This grant does not require a match and may be used for the reimbursement of any expenses, material costs or staff time expended as part of the NPDES Stormwater Management Program. If executed, any eligible expenses between July 1st, 2023 and March 31st, 2025 can be submitted for reimbursement.

ATTACHMENTS:
[Department of Ecology Agreement No. WQSWCAP-2325-MaryPW-0005.pdf](#)



Agreement No. WQSWCAP-2325-MaryPW-00005

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Marysville, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-MaryPW-00005
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459
UEI Number: KENDBGSMVPQ7

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

<p>Project Manager</p>	<p>Matthew Eyer Storm/Sewer Supervisor</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112</p>
<p>Billing Contact</p>	<p>Andrew Hougan Financial Analyst</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: ahougan@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Authorized Signatory</p>	<p>Jeff Laycock Public Works Director</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274</p>

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
<p>Financial Manager</p>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

Agreement No: WQSWCAP-2325-MaryPW-00005
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

Jon Nehring

Mayor

Date

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$130,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Matthew w Eyer

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

BUDGET

Funding Distribution EG240282

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-MaryPW-00005
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Recipient Name: City of Marysville

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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Recipient Name: City of Marysville

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2325-MaryPW-00005
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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Recipient Name: City of Marysville

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Water Operations Supervisor Kim Bryant, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Agreement with Veolia Water Technologies and Solutions for the Stillaguamish Treatment Plant Membrane Replacement & LRV Upgrade Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement for the Stillaguamish Treatment Plant Membrane Replacement and LRV Upgrade project with Veolia Water Technologies and Solutions.

SUMMARY:

The Stillaguamish Treatment Plant provides water to the north portion of Marysville's water system by treating water from the Stillaguamish River through a proprietary membrane technology manufactured by Zenon.

The current membranes are beyond the end of their service life, and failure of the membranes would greatly reduce the City's ability to produce water and increase City dependence on purchased water. Utilizing a different treatment system other than Zenon membrane would require a plant redesign. As a proprietary technology, the Zenon filtration system requires all parts and services be procured through Veolia Water Technologies and Solutions. Attached is the sole source justification document that has been reviewed and approved by legal.

In addition to the membrane replacement, additional upgrades will need to occur concurrently. The attached proposal and corresponding agreement, from Veolia, includes the membrane replacement components, log reduction value (LRV) upgrade as required by the Department of Health, Programming software, HMI upgrades, and associated electrical drawings needed. The total amount of the agreement is \$961,505.66, which includes the subtotal of \$878,890.00 plus \$82,615.66 in WSST. Staff also request a 5% management reserve, or \$48,075.28, for a total allocation of \$1,009,580.94.

ATTACHMENTS:

[Marysville WA 052050 REV-3 240 x ZW500Ds 350ft² Jan 25 2024.pdf](#)

[Sole Source Justification - Fully Executed.pdf](#)

[Veolia Sole Source - Marysville.pdf](#)



Membrane Replacement & LRV Upgrade Proposal

To:	City of Marysville referred to here as Marysville or Buyer	Date:	January 25, 2024	
		No. of Pages:	35 including cover	
Attention:	Billy Gilbert	Email:	bjgilbert@marysvillwa.gov	
Plant Address:	17906 43 rd Ave. NE, Arlington, WA, 98223, USA	Telephone No.:	360 363 8143	
From:	Jason Diamond Regional Lifecycle Manager Western USA	Email:	jason.diamond@veolia.com	
		Cell No.:	905 399 7055	
CC:	Joe Kernkamp (APSCO)			
Subject:	<ul style="list-style-type: none"> • Membrane replacement upgrade (ZW500C to ZW500Ds); • LRV upgrade. 	Proposal No.:	052050-3	
		Original Project No.:	500151	
Plant Data:	Please provide corrections if inaccurate Marysville Water Treatment Plant, municipal drinking water treatment. ZW500C plant, 2 trains, 6 x 26/26M cassettes per train with 250ft ² membrane modules. 2 open cassette slots per train. Substantial completion date: December 28, 2006.			



Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to Veolia Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

Confidential and Proprietary Information

The enclosed materials are considered proprietary property of Veolia Water Technologies & Solutions (Veolia). No assignments, either implied or expressed, of intellectual property rights, data, know how, trade secrets or licenses of use thereof are given. All information is provided exclusively to the addressee and agents of the addressee for the purposes of evaluation and is not to be reproduced or divulged to other parties, nor used for manufacture or other means, ~~without the express written consent of Veolia~~ **except in conformance with Section 13, Confidentiality, of the Standard Terms and Conditions.** The acceptance of this document will be construed as an acceptance of the foregoing.

Trademarks

The following are trademarks of Veolia Water Technologies & Solutions and may be registered in one or more countries:

+100, ABMet, Absolute.Z, Absolute.Za, AccuSensor, AccuTrak, AccuTrak PLUS, ActNow, Acufeed, ALGAECAP, AmmCycle, Apogee, APPLICATIONS ATLAS, AquaFloc, AquaMax, Aquamite, Aquaplex, AquaSel, Aquatrex, Argo Analyzer, AutoSDI, BENCHMARK, Betz, BetzDearborn, BEV Rite, BioHealth, BioMate, BioPlus, BIOSCAN, Bio-Trol, Butaclean, Certified Plus, CheckPoint, ChemFeed, ChemSensor, ChemSure, CHEX, CleanBlade, CLOROMAT, CoalPlus, COMP-METER, COMP-RATE, COMS (Crude Overhead Monitoring System), Continuum, CopperTrol, CorrShield, CorTrol, Custom Clean, Custom Flo, Cyto3, DataGuard, DataPlus, DataPro, De:Odor, DELTAFLOW, DEOX, DeposiTrol, Desal, Dianodic, Dimetallic, Dispatch Restore, Durasan, DuraSlick, Durasolv, Duratherm, DusTreat, E-Cell, E-Cellerator, ELECTROMAT, Embreak, EndCor, EXACT, FACT-FINDER, Feedwater First, Ferrameen, Ferroquest, FilterMate, Fleet View, FloGard, Flotrex, Flotronics, FoamTrol, FoodPro, Fore4Sight, ForeSight, FRONTIER, FS CLEAN FLOW, FuelSolv, Full-Fit, G.T.M., GenGard, GEWaterSource, Glegg, Heat-Rate Pro, High Flow Z, HPC, HPD Process, HyperSpense, Hypure, Hytrex, InfoCalc, InfoScan, InfoTrac, InnovOx, InSight, IONICS, IONICS EDR 2020, IPER (Integrated Pump & Energy Recovery), iService, ISR (Integrated Solutions for Refining), JelCleer, KlarAid, Kleen, LayUp, Leak Trac, Leakwise, LEAPmbr, LEAPprimary, Learning Source, LOGIX, LoSALT, M-PAK, MACcarrier, Mace, Max-Amine, MegaFlo, Membrex, MemChem, Memtrex, MerCURx, MetClear, MiniWizard, MK-3, MOBILEFLOW, MobileRO, Modular Pro, ModuleTrac, MonitAll, Monitor, Monitor Plus, Monsal, MP-MBR, MULTIFLOW, Muni.Z, NEWater, NGC (Next Generation Cassette), Novus, NTBC (Non Thermal Brine Concentrator), OptiGuard, OptiSpense, OptiTherm, Osmo, Osmo PRO, Osmo Titan, Osmonics, Pacesetter, PaceSetter, Petroflo, Petromeen, pHlimPLUS, PICOPORE, PlantGuard, PolyFloc, PowerTreat, Predator, PRO E-Cell, Pro Elite, ProCare, ProCera, ProChem, Proof Not Promises, ProPAK, ProShield, ProSolv, ProSweet, Purtrex, QSO (Quality System Optimization), QuickShip, RCC, RE:Sep, Rec-Oil, Recurrent, RediFeed, ReNEW, Renewell, Return on Environment, RMS (Rackless Modular System), ROSave.Z, SalesEdge, ScaleTrol, SeaPAK, SeaPRO, SeaSMART, Seasoft, SeaTECH, Selex, Senticore, Sentinel, Sepa, Sevenbore, Shield, SIDTECH, SIEVERS, SmartScan, SoliSep, SolSet, Solus, Spec-Aid, Spectrus, SPLASH, Steamate, SteriSafe, Styrex, SUCROSOFT, SUCROTEST, Super Westchar, SuperStar, TFM (Thin Film Membrane), Terminator, Thermoflo, Titan RO, TLC, Tonkaflo, TraveLab, Trend, TruAir, TrueSense, TurboFlo, Turboline, Ultrafilic, UsedtoUseful, Vape-Sorber, VeriFeed, VersaFlo, Versamate, VICI (Virtual Intelligent Communication Interface), V-Star, WasteWizard, WATER FOR THE WORLD, Water Island, Water-Energy Nexus Game, WaterGenie, WaterNODE, WaterNOW, WaterPOINT, WellPro.Z, Xpleat, YieldUp, Z-BOX, Z-MOD, Z-PAK, Z-POD, ZCore, ZeeBlok, ZeeLung, ZeeWeed, ZENON, and Z.Plex.



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1 Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of City of Marysville to provide drinking water membrane modules to replace and upgrade the full plant at the Marysville Water Treatment Plant (WTP).

Veolia no longer manufactures ZW500C membrane modules and are offering the latest ZW500Ds 350ft² membrane modules in 20M cassettes as the replacement option for this proposal.

The technical and economic advantages of the ZW500Ds modules include:

- Higher surface area density;
- Each module is individually removable to simplify access for efficient membrane maintenance;
- Increased reliability through the simplified, robust design of the ZW500D;
- Veolia investments in R&D will continue to improve upon the ZW500 technology.

With the membrane replacement upgrade, Veolia will also provide materials, engineering/controls and on-site support to upgrade the system membrane integrity test of the plant to current LT2 requirements.

Veolia is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver solutions that help our clients meet their critical business objectives.

Through long-acquired technical experience, Veolia has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are ready to serve and support Marysville through this next membrane lifecycle upgrade.

Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract or the project.



2 Veolia Scope & Price

Veolia's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

Item Description	Part #	Quantity	Price
ZW500Ds 20/20M cassette with 350ft ² membranes, section 3.1	3144414	10	736,710
ZW500Ds 14/20M cassette with 350ft ² membranes, section 3.1	3161309	2	
2-year full replacement membrane warranty, section o		incl.	
Cassette installation equipment, section 3.2		lot	
Tools, spares and consumables, section 3.3		lot	
LRV upgrade: materials, off-site support, section 4		incl.	46,800
Off-site support for membrane installation, controls, drawing updates/documentation, project management, section 6.1		incl.	23,140
International shipment, fees and duties, section 5		incl.	48,450
Freight, DDP Marysville WTP, section 5	3095534	incl.	
Material, off-site labor, delivery		Sub-total	855,100
On-site support for membrane installation, 1 FSR, 5 x 10-hr days on-site plus travel & living, section 6.2	135491	1 visit	12,870
On-site support for LRV upgrade, 1 FSR, 4 x 8-hr days on-site plus travel & living, section 6.2		1 visit	10,920
On-site support		Sub-total	23,790
All figures are in USD and exclude any applicable taxes, which will be applied at the time of invoicing. Please make purchase order to ZENON Environmental Corporation.		Total Price	878,890



Proposal Notes:

- **Price Review.** Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) determine periodic price reviews based on Goods' raw material increase arising from currency devaluations (b) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (c) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, duties, taxes or other levies imposed by public authorities.
- Veolia's proposed price for ZeeWeed membranes is subject to adjustment between the period from the expiry of the proposal validity up to shipment of membranes according to upward changes in the following indices:
 - 40%: PPI Industry Index for Hungary: [Link to Hungary Industry PPI](#)
 - 60%: PPI Chemical Industry for European Union: [Link to EU Chemical PPI](#)

In the event that either index becomes unavailable, a suitable equivalent replacement index will be agreed between the parties. The buyer has the right to request that the supplier supports any price increase with market pricing data, within the bounds of commercial confidentiality.

- **Shipment/Collection Delays:** *The membrane sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send his agreement to receive or collect the membranes (depending on Incoterms), Seller is entitled to reallocate the membranes to another customer.*



Invoicing Schedule	Approximate % of Sub-Total	Invoice Value, Excluding Tax
An invoice will be issued upon acceptance by Veolia of customer purchase order. Approximate percent calculation based on the material, off-site labor, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	256,530
An invoice for the balance of the material, off-site labor, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	598,570
A final invoice for the on-site support sub-total will be issued upon completion of installation of the membranes and LRV update.	100%	23,790
	Total (USD)	878,890

3 Material Description

The following materials are provided within Veolia’s scope of supply.

3.1 Membrane Modules & Cassettes

- 10 x ZeeWeed 500Ds 20/20M cassette frames, fully populated with 350ft² drinking water membrane modules;
- 2 x ZeeWeed 500Ds 14/20M cassette frames, populated with 350ft² drinking water membrane modules;

See Attachment A for additional details.

3.2 Cassette Installation Equipment

Veolia will supply the following items required for installation of the ZW500Ds cassettes:

- 12 x hanger arm sets + hardware for mounting cassettes in the membrane tanks;
- 1 x cassette lifting bracket;
- 12 x cassette spool component sets for aeration and permeate. Cassette spools will require assembly on-site to ensure proper fit with the new cassettes.

3.3 Tools, Spares and Consumables

- 1 x ZW500D module removal tool;
- 3 x blank module headers for 350ft² modules;
- 1 x ZW500D fiber repair kit;

- 50 x spare #118 EPDM ZW500D permeate spigot o-rings;
- 5 x spare ZW500D element end cap keys;
- 1 x o-ring lubricant (food grade);
- 2 x anti-seize lubricant (food grade).

4 LRV Upgrade

Veolia will provide the following materials and services to upgrade the LRV at the Marysville WTP:

- 1 x pressure regulator valve 3/8";
- 1 x pressure safety valve 1/2";
- PROAX MIT air assembly;
- 2 x 1" solenoid valve;
- 2 x solenoid valve plug;
- 1 x 1" check valve;
- 1 x 1/2" hand valve;
- 1 x 1/2" pressure gauge;
- Off-site programming, drafting, documentation, process and project management support for the LRV changes (approximately 220 hours);
- On-site FSR support for the LRV implementation, see section 6.2.

5 Delivery

- **Freight**

- **DDP** - Delivery will be by standard ocean/ground on the basis of DDP Marysville WTP, 17906 43rd Ave. NE, Arlington, WA, USA or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Marysville shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, Veolia will strive to provide these items on or before the delivery of the membranes.

- **Title & Risk** - Title and risk of loss or damage to membrane modules, cassette frames, ancillary equipment and crating shall pass to Marysville upon delivery at the named place of destination.

- **International Shipment, Fees, and Duties**

- **Origin** - Delivery of ZeeWeed membranes and cassettes originates from the Veolia Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u



4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in Veolia’s quoted price.

- **Export Documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. Veolia will prepare and provide the required EPA documentation to the Carrier.
- **MPF** - Merchandise processing fee is a fee assessed for formal custom entries based on 0.35% of the invoice value, with a minimum of USD \$25 per formal entry and a maximum of USD \$485. On the basis of DDP terms, this fee will be paid by Veolia within the quoted price.
- **Duty** - Any new duty imposed after the date of this proposal is the responsibility of Marysville.
- **Taxes** - All applicable local, state, or federal taxes are the responsibility of Marysville.
- **Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by Veolia.
- **Packaging** – Membranes will be factory-installed in operational cassettes.
- **Unloading** - may require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with Veolia at the time of purchase order (PO) preparation on this.

shipping crate information (estimated)

Qty	Description	Dimensions (in) (LxWxH)	Weight (lb.)
12	ZW500Ds 20M cassette crate	75 X 35 X 94	1,451

Notes:

- Only crates for membrane/cassette transport have been shown above to identify the largest and heaviest items that will need to be unloaded;
- Smaller crates/skids will be used for hardware items (hanger arms, spool connection components, etc.).
- **Availability** - Delivery of membrane modules and cassettes is typically 10-20 weeks after receipt of order.

With current product lead times, delivery of membrane modules and cassettes is estimated at **60 - 64** weeks after receipt of order.

Definitive availability will be confirmed once a purchase order is received from Marysville and acknowledgement of a purchase order is issued by Veolia.

6 Veolia Support

6.1 Off-Site Support

Controls

Provide system controls programming adjustments as required for:

- The new membranes and cassettes;
- The LRV upgrade.

Veolia has assumed that there is sufficient I/O available for the LRV upgrade with the on-going PLC upgrade at the plant.

Documentation

The base level of documentation updates will include:

- Summary of programming/control changes required for the new membranes and cassettes and the LRV upgrade;
- Mark-ups of relevant electrical and P&ID drawings;
- **P&IDs** - Update the process (piping) & instrumentation drawings and reissue electronically;
- **Controls documents** – Update control narrative (CN), controls logic sequence chart (CLSC, also known as CSC) and the operation sequence chart (OSC).

These updates should be filed in the O&M manual as interim documentation.

Due to the very high cost of comprehensive updating of plant documentation with each system upgrade, Veolia recommends planning a complete documentation update every 1-4 years to coincide with a selected system upgrade.

Veolia will be pleased to develop a documentation update price quotation on request which may include some or all of the following scope according to its relevance:

- **O&M manual** - Provide a fully updated version of the operation & maintenance manual that indicates the changes made with this membrane replacement upgrade;
- **Electrical drawings** – Update the electrical drawings and reissue electronically.

Project Management

Provide planning and off-site assistance during the membrane replacement & LRV upgrade project.

6.2 On-Site Technical Services

The proposal includes a provision for technical services during the installation and commissioning process (membranes and LRV) to support Marysville's staff as outlined in section 2. Please see section 8.2 for recommendations on the number of plant staff necessary to perform the work.



Installation and commissioning of membranes will be executed one train at a time to minimize down-time and to return each train to beneficial use in a timely manner.

The following activities will be completed by a coordinated effort between plant staff and Veolia on-site support:

- Remove existing membranes/cassettes;
- Install the new membrane modules/cassettes;
- Upgrade the LRV;
- Upload required revisions to the PLC program with adjusted set-points;
- Perform bubble test where applicable to test membrane integrity and review trans membrane pressure (TMP) on the installed membranes and compare to expected values for new membranes; complete repairs/adjustments necessary to provide new membrane performance.

Operating Responsibility - Marysville retains control of the work site and retains final responsibility for the installation and commissioning process.

Veolia will perform the services specified in the scope section of this document, but Veolia will not operate the system. For the purposes of this agreement, the term “operate the system” shall mean to run or control the functioning of the equipment or to otherwise conduct or manage the affairs of any aspect of water or wastewater treatment or other functions at Marysville’s site, and shall include functions such as providing operators or laborers to adjust or control water treatment (“WT”) equipment, wastewater treatment (“WWT”) equipment or sludge management facilities (“SMF”), providing program oversight or directing on-site or contract operators/laborers to adjust or control WWT or SMF, providing personnel responsible for or providing oversight of water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, or waste disposal activities, or providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

Waiting Time - Any overtime or waiting times required due to unforeseen site events outside the control of Veolia will be invoiced according to the prevailing Veolia service labor rates sheet, available on request.

Reporting - Before leaving site, Veolia will record observations and discuss with operators concerning the condition of the equipment, tasks accomplished during the visit, and key operating and maintenance issues requiring further attention. Veolia will provide a copy of a written report before leaving site and/or provide a service visit report to the plant operator within a reasonable timeframe of the Veolia service representative’s return to the office. In any case, Marysville will be asked to sign a work order that describes the hours on site and tasks accomplished.

Veolia Duties for On-Site Services

- Veolia will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.



- Veolia will maintain public liability and property damage insurance covering all operations undertaken by Veolia and its sub-contractors with a limit of \$5,000,000 inclusive for any one accident or occurrence. If for any reason additional insurance coverage (e.g. general construction/erection all risk, general liability) is required above and beyond Veolia's standard insurance terms for on-site commissioning supervision, Marysville must inform Veolia in writing 60 days prior to work commencement at site. Marysville will be billed for all additional insurance costs and processing fees.
- Veolia will maintain workers compensation and employers' liability coverage as per statutory requirements.

7 ZeeWeed Configuration

Configuration Data	Units	Existing Plant Configuration	Proposed Configuration After Replacement Upgrade
Number of trains, plant		2	2
Number of trains as configured		2	2
Type of ZeeWeed membrane		ZW500C	ZW500Ds
Module surface area	ft ²	250	350
Total number of cassette spaces per train		8	8
Maximum number of modules per cassette		26	20
Fully populated cassettes installed per train		6	5
Flex cassettes installed per train		0	1
Installed number of modules per flex cassette		0	14
Total module count, train		156	114
Total surface area in operation, train	ft ²	39,000	39,900
Total module count, plant		312	228
Total surface area in operation, plant	ft ²	78,000	79,800
% surface area change from existing, plant	%		2.3

8 Scope - Marysville

8.1 Installation Preparation

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required for Seller to perform the duties outlined in the Seller's scope of supply. Prior to off-loading, Buyer to confirm temperature indicators have not been tripped.
- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark,



dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Marysville is responsible for risk of loss of Seller's parts while in storage at the customer's plant.

- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections prior to Veolia arriving at site.
- Provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts and scissor lifts.
- Assure availability of a copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site and accessible for reference.
- Maintain adequate insurance coverage for the risks of fire, theft, vandalism, floods and personal injury to authorized or unauthorized visitors.
- Procure any required components for adjusting membrane blower air flow.

8.2 Installation

- Provide 1 or more plant personnel to work continuously for the full duration of the Veolia site visits during installation and commissioning of the modules. Veolia recommends that at least one of the personnel be experienced with the ZeeWeed system.
- Marysville will afford Seller's personnel free access and egress of the facility for all authorized work. Marysville will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation. Marysville will provide Seller's personnel reasonable access to the facility amenities, including washrooms and break rooms.
- Provide adequate illumination and emergency lighting for all areas in which the Seller will be executing the scope of supply. Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/modem access while Seller's staff members are on-site.
- Marysville will provide assistance to:
 - Remove existing cassettes/membranes from the system;
 - Place the new cassettes/membranes into the system, including hanger arm installation and making all spool connections.
- Marysville will:
 - Dispose of membrane module preservative as well as all retired membrane modules and cassette components;
 - Dispose of shipping and packaging materials unless specifically requested not to do so by Veolia;

- Make any blower modifications necessary to achieve the required membrane air scour flow.

9 Solution Design Notes

9.1 Permits

Regulatory Requirements

Marysville is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. Veolia will provide the necessary manufacturer's technical support on regulatory issues. Provision is made in the price proposed for the cost to update the LRV / MIT for the plant.

Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.

Utilization

Veolia understands that these modules are required as replacements for currently installed modules.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating. Veolia makes no guarantees, implied or otherwise as to the performance of these modules in any other capacity than as replacement membranes.

Production Interruption

After the purchase order is acknowledged, Veolia's project manager for the installation will consult with Marysville to jointly develop the installation plan and work schedule with due regard for membrane delivery to the plant and plant preparation.

9.2 Maintenance Notes for Replacement Membranes

At the time of any full plant or full train membrane replacement, it is recommended to evaluate whether it is the right time to address any tank coating repairs which may be required.

Preferential Flow

Mixing a small proportion of new modules in trains with large amounts of older modules is not recommended as it creates a risk of over-fluxing of new modules, which can shorten their lives. Veolia recommends that Marysville plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules in the plant, this risk has been neutralized.



Membrane Slack

Veolia’s membranes are supplied and shipped with an initial factory fiber slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fiber-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant’s membrane tank operating temperature. Visual inspections should begin during the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fiber slack over time.

Maximum Operating Temperature	Recommended Slack Inspection Frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

Membrane Repairs

All new modules are factory tested at our manufacturing facilities and are in good working order as they are packaged and crated for shipment. On occasion, a limited number of modules arriving at site may require repairs due to uncontrollable factors during shipping and receiving, in particular with multi-modal shipments. This membrane replacement proposal includes a provision for one fiber repair kit for drinking water modules and 3 blank header sets for use as membrane substitutes, allowing the cassette to be placed back in operation as modules are repaired.

9.3 Technical

Lifting Weight & Height

The lifting weight ranges for ZW500D cassettes differ from the current ZW500C cassettes and need to be considered to ensure that the site has adequate lifting capacity available to install and later remove the cassettes safely.

Cassette Type	Lifting Weight Range (lb.)	Cassette Height (in.)
ZW500C 26M	1,837 – 2,983	82.1
ZW500D 20Ms	2,051 – 3,119	84.6



Cassette lifting weight ratings have a range as weights may vary due to the number of modules in the cassette and the degree of solids accumulation in an upset condition.

Marysville is also responsible to undertake an on-site confirmation that crane lifting heights are adequate in all areas of the plant to accommodate this proposed change.

Blowers

For the purposes of this proposal, the range of blower capacity has been assumed to be adequate for this upgrade. It is estimated the required membrane air flow will be reduced by about 5%. Veolia will provide final air flow requirements following detailed design and any mechanical or electrical adjustments to the blowers will be by Marysville.

Pre-Screen

To ensure effective operation and to maximize membrane life, Veolia recommends that continued use of the existing 1mm strainer for pre-screening continue.

10 Health & Safety

Marysville

- Marysville will provide orientation to Seller's personnel to ensure site-specific safety protocols are known. Marysville will identify and inform Seller's personnel of any site-specific hazards present in the workplace that could impact the delivery of Seller's scope of supply and agrees to work with Seller to remove, monitor, and control the hazards to a practical level.
- Marysville will provide any site-specific or standard company operating procedures and practices for Seller's personnel to perform work on site, if required by Marysville's policies. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc. Marysville will provide a certificate of program completion for Seller's personnel. This program will be fully documented, training materials will be provided, and attendance list will be kept.
- If any type of lifting devices will be used on site, Marysville will provide proof of its maintenance, inspection and certification documentation upon request and will assist the Veolia service representative to complete a safety inspection checklist.
- Where confined space entry may be required, Marysville will provide early notice and will collaborate with Veolia in planning adequate staffing and in advising the local fire/rescue department as required.
- No time or cost provision has been made for preparations such as safety record clearances, drug testing, insurance confirmations or pre-job-training in excess of 1 hour. Prior to finalizing the Purchase Order and the work schedule, Marysville will advise Veolia of any pre-job or pre-mobilization requirements. Where these requirements exceed 1 hour, this time will be charged to Marysville at rates set out in the prevailing Veolia labor rate sheet.



- Where certain short duration activities require two people for safety and the Veolia Service representative is alone at site, Marysville will cooperate as required to assure that correct safety precautions are taken.
- Marysville is responsible for the following environmental provisions:
- Environmental use and discharge permits for all chemicals at Marysville's facility either listed in this document or proposed for use at a later date;
- Any special permits required for Seller's or Marysville's employees to perform work related to the water treatment system at the facility;
- All site testing, including soil, ground and surface water, air emissions, etc.;
- Disposal of all solid and liquid waste from the Seller's system including waste materials generated during construction, start up and operation.
- Marysville is responsible for provision of health and safety facilities to Seller's field service representatives to the same extent that they are provided to Marysville's own employees, including provision of:
- Eyewash and safety showers in the water treatment area;
- Chemical spill response;
- Security and fire protection systems per local codes.

Veolia

- All work on site will be performed in accordance with applicable law and will be performed reasonably, in a clean and safe manner. The Veolia service representative will abide by the more stringent of the applicable health, safety and environmental policies and procedures of either Marysville or Veolia.
- Veolia will provide all applicable safety training required by Veolia policies or by state or national health and safety regulations. The Veolia service representative will have undergone workplace hazardous material information system (WHMIS) training and will come equipped with necessary personal protective equipment (PPE).
- Emergencies - In emergencies affecting the safety of persons, work or property at the site and adjacent thereto, Veolia will act, without previous instructions from Marysville, as the situation warrants. Veolia will notify Marysville immediately thereafter.

11 ZeeWeed Membrane Module Standard Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules (“membrane modules”). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

1. Definitions

The follow terms shall have the meaning set forth below when used in the warranty document:

- a. “Buyer” means the party purchasing the ZeeWeed Modules from the Seller
- b. “Seller” means a business component of, or legal entity within the Veolia Water Technologies & Solutions business which is selling the ZeeWeed membranes.

2. Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fiber ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

3. Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4. Warranty Start Date

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.



5. Warranty Duration

Total Warranty Duration: a total of **24** months of full replacement warranty coverage.

6. Notification Of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7. Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see section 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8. Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

9. Operating Information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each



module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

10. Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.
- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.

11. Return Procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or

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disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labor rates.

12. Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer’s customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.

12 Terms and Conditions of Sale

A - Specific Terms and Conditions of Sale

These terms take precedence over the general terms and conditions of sale.

1 Legal Entity for Contracting

ZENON Environmental Corporation is the name of the Seller, and means a business component of, or legal entity within the Veolia Water Technologies & Solutions business (Veolia).

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up. We are keen to make the purchase process as convenient as possible for Marysville.

short form: Where a short reference is required in this document, for convenience, we are called simply **Veolia**.

2 Payment

Veolia prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for ZENON Environmental Corporation	
send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com	
Bank of America Merrill Lynch C/O ZENON Environmental Corporation 901 Main Street Dallas, TX 75202	ACCT# 4426318136 ABA# 026009593 SWIFT# BOFAUS3N ACH# 111000012

3 Payment Terms

On approved credit, payment terms are **net 30 days** from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a Veolia Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

4 Proposal Validity

Prices quoted and proposal terms are valid up to **sixty (60) days** after the date of issue of this proposal unless confirmed with a purchase order.



5 Bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

6 Assignment of Membrane Warranty

The Buyer will be entitled to assign to a subsequent owner of the membranes the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the membranes. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party.

7 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to Marysville without mark-up.

8 Warranty on Programming

Veolia warrants that the PLC program will conform to the specifications in the relevant sections of the CLSC and OSC (revised for the project) and will be free from defects in workmanship when operated at all times in accordance with Veolia's written instructions. If any defects are found and reported by Marysville within a period not exceeding twelve (12) months beyond the completion of the site acceptance test, Veolia will make modifications to the PLC code as deemed necessary. Any changes requested by Marysville after this period will be at the customer's expense.

9 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to nam.service.pocentral@veolia.com. If you are not able to provide a PO, please contact us for alternatives.
- **Veolia legal entity** – Please be sure your purchase order is issued in the name of the specific Veolia legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up.
- **Quotation Number** – Please reference the quotation number in your PO.
- **Product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- **Taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- **Payment Terms** – Please acknowledge the payment terms included with the quotation.
- **Bill-to Address** – Please include contact information for your accounts payable.
- **Ship-to Address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- **Delivery Date** – Please include your requested delivery date.

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B – General Terms and Conditions of Sale

Veolia's standard terms and conditions apply. See Attachment B.

Note to purchasing agent: The Veolia's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.



13 Signed Agreement

Through the issue of this proposal, Veolia signals their intent to enter into an agreement with Marysville. Marysville and Veolia acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**Offered by
Legal Entity:** ZENON Environmental Corporation, also known as Veolia or Seller

**Accepted
by Legal
Entity:** City of Marysville
also known as Marysville or Buyer

**Authorized
Signature
by:**

Title:

**Signature
Date:**

Signature:

x

Purchase Order No:

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail.

1) this signature page completed and/or:

2) a hard copy of your purchase order referencing this proposal, and

3) any required tax exemption certificates

nam.service.pocentral@veolia.com

or

Veolia Water Technologies & Solutions

attention: Contracts Administrator

Please contact

nam.service.pocentral@veolia.com

for correct address if mailing a hard copy

This agreement comes into force when Veolia has issued a formal acceptance of Marysville's Purchase order or formal acceptance of this Marysville signed agreement.

doc. control: author: RM filename: Marysville WA 052050 REV-3 240 x ZW500Ds 350ft² Jan 25 2024
last modified: 1/25/2024 11:18 AM technical review: JD commercial review: DP/JD DOA: Blkt

Veolia Confidential and Proprietary Information

Membrane replacement & LRV upgrade proposal for the Marysville WTP

Proposal number 052050 – revision # 3 – January 25, 2024

Page 25 of 35

Attachment A ZW500Ds membranes & cassettes



Module Dimensions				
Application	Product	Width (A) mm (in)	Header-to-Header Length (B) mm (in)	Depth (C) mm (in)
MBR	500D	844 (33.2)	1,940 (76.4)	49 (1.9)
Water	500D			52 (2.1)
	500Ds		1,577 (62.1)	52 (2.1)



Module Properties									
Application	Membrane Surface Area m ² (ft ²)	Max. Shipping Weight ¹ kg (lb)	Lifting Weight ² kg (lb)	Material	Nominal Pore Size (µm)	Fibre Diameter (mm)	Surface Properties	Fibre Tensile Strength (N)	Flow Path
MBR	40.0 (430)	28 (61)	28 – 75 (61 – 164)	PVDF	0.04	2.2	Non-ionic & Hydrophilic	> 600	Outside- In
Water	40.9 (440)	32 (70)	30 – 74 (66 – 163)			1.9			
	32.5 (350)	26 (57)	26 – 72 (57 – 159)			1.9			

¹ Packaged
² Varies with solids accumulation

Operating & Cleaning Specifications						
Application	TMP Range kPa (psig)	Max. Operating Temp. °C (°F)	Operating pH Range	Max. Cleaning Temp. °C (°F)	Cleaning pH Range	Max. Cl ₂ Conc'n (ppm)
MBR	-55 to 55 (-8 to 8)	40 (104)	5.0-9.5	40 (104)	2.0 – 10.5 (<30°C)	1,000
Water	-90 to 90 (-13 to 13)				2.0 -10.0 (30-40°C)	

Veolia Water Technologies
Please contact us via:
www.veoliawatertechnologies.com

WATER TECHNOLOGIES

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ZeeWeed* 500D Cassette for Water & Tertiary FACT SHEET

Cassette Dimensions			
Product	Width (A) mm (in)	Length (B) mm (in)	Height (C) mm (in)
66M	1,745 (68.7)	2,136 (84.1)	2,561 (100.8)
20M	735 (29.1)	1,744 (68.7)	2,512 (98.9)
20Ms			2,149 (84.6)

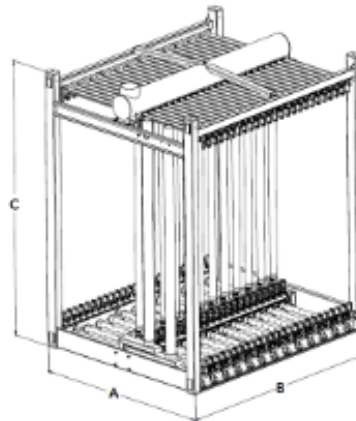


Figure 1: Example Drawing of Cassette

Cassette Tie-Points & Weights						
Product	Max. # of ZW Modules	Min. # of ZW Modules	Permeate Connection	Air Connection	Max. Shipping Weight* kg (lb)	Lifting Weight ** kg (lb)
66M D	65	34	1 x 6" horz. Pipe	1 x 3" FNPT	2,469 (5,455)	2,751 – 4,467 (6,066 – 9,850)
20M D	20	10	2 x 4" FNPT	1 x 3" FNPT	920 (2,029)	961 – 1,555 (2,029 – 3,426)
20M Ds	20	10			692 (1,966)	930-1,415 (2,051-3,121)

* Crated with maximum number of modules

** Varies with number of modules and solids accumulation

Veolia Water Technologies
Please contact us via:
www.veoliawatertechnologies.com

WATER TECHNOLOGIES

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Attachment B Veolia Standard Terms and Conditions as amended 15/12/23

- 1. Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.
- 2. Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.
- 3. Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
- 4. Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.
- 5. Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.



Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. Warranties and Remedies. Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) Chemicals and services, for six (6) months from their date of delivery or the provision of Services;
- (b) Consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) Spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) Ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) Software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller; the warranty shall be the manufacturer's transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death,



to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

8. Compliance with Laws and Permits. All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

9. Buyer's Site Conditions. Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

10. Hazardous Materials and Wastes. In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such



circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

13. Confidentiality, Intellectual Property. Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. *The party receiving proprietary non-public information, including without limitation non-public information as defined by the Public Records Act, may disclose such proprietary non-public information to the extent compelled to do so pursuant to any court order or statutory or regulatory authority. If City of Marysville is so required to disclose VVTS proprietary information, then City of Marysville shall: (i) promptly notify VVTS in order that VVTS may seek an appropriate protective order or other remedy (at VVTS's own expense), and (ii) disclose only such information as required in the opinion of City of Marysville legal advisors, is required in order to comply with its legal obligation.* Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any *such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.*

14. Limitations on Liability. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH



DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;

- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

15. Termination. This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) Fails to make any payment when due or to establish any payment security required by this Agreement or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

16. Governing Law, Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of Washington. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the Buyer and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

17. No Nuclear Use. Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for



such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

18. Export Control. Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

19. Changes. Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

21. No Third Party Beneficiary. Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. Entire Agreement. This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.



Attachment C ZENON Environmental W9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zenon Environmental Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
3600 Horizon Blvd.

6 City, state, and ZIP code
Treose, PA 19053

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

3	8	-	2	5	4	9	3	2	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Larry J. D...*

Date ▶ 01/19/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ZENON ENVIRONMENTAL CORPORATION

ADDENDUM TO FORM W-9

Zenon Environmental Corporation owns or leases various properties in its business activities in addition to the Treiose, PA property listed as the official Tax mailing address on lines 5 and 6 of Form W-9.

Specifically, Zenon Environmental Corporation operates from the following address:

3239 Dundas Street West
Oakville, Ontario, L6M 4B2 Canada

This address should be used for your billing records.



SOLE SOURCE JUSTIFICATION

Department Head: Jeff Laycock Department: Public Works/Water Quality

Sole Source for the Purchase of: Stillaguamish Treatment Plant Membrane Replacement & LRV Upgrade

Supplier: Zenon Environmental Corporation Cost Estimate: \$1,009,580.94

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

STATEMENT OF NEED:

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

1. Please describe the item and its function:

The Stillaguamish Treatment Plant is equipped with a Zenon filtration system. The treatment process utilizes membrane cassettes to filter the water. The current cassettes have reached end of life, posing the potential for failure and the inability to produce the full capacity of water if any from this site. The Zenon filtration system is a proprietary technology, requiring all parts and services be procured through Zenon. These membranes are not sold through distribution networks. I have included a letter from Zenon confirming they are the sole source supplier. The LRV (Log Removal Value) Upgrade is required by the Department of Health to be completed when the membranes are replaced.

2. This is a sole source* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)

- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

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

N/A - Sole provider of proprietary technology, see attached letter.

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

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

N/A - Sole provider of proprietary technology, see attached letter

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

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

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

Requestor

Kim Bryant / 1/29/24
 Signature Date

Department Head

[Signature] / 1/29/2024
 Signature Date

Finance Director

DocuSigned by:
Jennifer Ferrer-Santa Ines 1/30/2024
 0D2DBE1CDD8246D... Date

City Attorney

DocuSigned by:
Jon Walker / 1/30/2024
 786AB5A2684C462... Date

Routing Instructions:

1. Route completed form, any supporting documents, and a contract routing cover sheet to the City Clerk's Office.

2. If service/product exceeds \$100,000 the executed form must be included in packet for Council.
3. Include the following sentence in the “recommended action” section on the agenda bill:

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



Billy Gilbert
Water Quality Lead
City of Marysville, WA

Jason Diamond
Municipal Regional Lifecycle Manager

January 12, 2023

Dear Mr. Gilbert:

This letter is provided to confirm that a Sole Source Purchase from ZENON Environmental Corporation will be required to procure parts and/or services for ZeeWeed® hollow fiber immersed ultrafiltration membrane systems. ZeeWeed® membrane systems are a proprietary technology developed by ZENON Environmental Corporation, a wholly owned business of Veolia Water Technologies & Solutions (VWTS), subject to multiple patents.

Research and development work by Veolia Water Technologies & Solutions is regularly producing process and technology upgrade options. At the point where system upgrades are required, VWTS will work closely with each client to select the best options specific for your plant.

Veolia Water Technologies & Solutions has structured the after-purchase support of our ZeeWeed® clients to assure access to a very high level of service and product support. VWTS has a service team with extensive experience and the capabilities to provide technical and engineering services distinctive to maintaining a high level of performance from the ZeeWeed® hollow fiber ultrafiltration membranes. VWTS offers these unique services:

1. Insight™ Remote Process Monitoring
2. 24/7 Emergency Telephone Technical Support
3. On-Site Service Visits
4. Membrane Maintenance Services & System Upgrades
5. PLC Control System Component and Programming Upgrades
6. Membrane Replacement Planning
7. System spare parts

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Jason Diamond'.

Jason Diamond, P.Eng.
Regional Lifecycle Manager - Veolia Water Technologies & Solutions

Veolia Water Technologies & Solutions
Head office: 3600 Horizon Blvd. Trevoise, PA 19053
off. +1-215-533-0000 - fax +215-633-0000
www.watertechnologies.com

ZENON Environmental Corporation
3239 Dundas St. W. Oakville, ON Canada
off. +1-905-465-3030



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Discussion Item

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** of the City of Marysville amending the 2023-2024 Biennial Budget.

SUGGESTED ACTION: Introduction. Action will be taken at the next regular meeting.

SUMMARY: This amendment is to modify the budget based on new information and changes to work plans.

ATTACHMENTS:
[02_05_24_BA_Ordinance.docx](#)
[Feb 2024 Budget Amendment Memo.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 INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS 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 by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget. The following funds as referenced in Ordinance No. 3239 are hereby amended to read as follows:

Description		Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
General Fund				
Carry over/Trnsfr	Code Enf Maverick, Paint Truck, St Mower		445,816	(445,816)
Carry over/Trnsfr	P147 and P159 Repl, Prewetting Equip		187,373	(187,373)
Carry over	Neighborhood Traffic Safety		150,000	(150,000)
Grant/exp	EECBG-Civic Ctr Solar Panels	124,740	124,740	-
Grant/exp	Hotel Vouchers Consolidated Homeless Grant-Linc NW	150,000	150,000	-
Grant	SPAR Program Funding	175,000	-	175,000
	Sno911 cost increase		30,000	(30,000)
	Public Defense increase		181,000	(181,000)
	Labor & Industries increase		245,000	(245,000)
		449,740	1,513,929	- (1,064,189)
Technology Infrastructure (I/Net) - Fund 108				
Carry over	City Fiber Infrastructure		530,000	(530,000)
		-	530,000	- (530,000)
City Facilities - Fund 314				
Carry over	Perimeter Gates/Access Control-MCC		235,210	(235,210)
Carry over	Waterfront Redevelopment Project		146,000	(146,000)
		-	381,210	- (381,210)
Water/Sewer Operating - Fund 401				
Carry over/Trnsfr	Water F150, Waste Trucks		485,330	(485,330)
Carry over	Fork Scale Weight		43,361	(43,361)
Carry over	Meter purchases, tree removal, upgrade, Cathodic Proetc, Misc		778,000	(778,000)
Carry over/Trnsfr	J012 Replacement		80,000	(80,000)
New FTE	Water Quality Inspector		150,000	(150,000)
		-	1,536,691	- (1,536,691)
Fleet Maintenance - Fund 501				
Carry over/Trnsfr	Code Enf Maverick, Paint Truck, St Mower	445,816	445,816	-
Carry over/Trnsfr	Water F150, Waste Trucks	485,330	485,330	-
Carry over/Trnsfr	P147 and P159 Repl, Prewetting Equip	187,373	187,373	-
Carry over/Trnsfr	J012 Replacement	80,000	80,000	-
Carry over	Parts Washer	-	17,000	(17,000)
Carry over/Trnsfr	Asphalt Crack Sealer	34,160	34,160	-
		1,232,679	1,249,679	- (17,000)
GRAND TOTAL		1,682,419	5,211,509	- (3,529,090)

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

Section 2. 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 “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

By _____
CITY CLERK

Approved as to form:

By _____
CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024
Amendment Account Detail

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 17,553,776	\$ 17,553,776	\$ -
General Fund	001	Revenue	125,929,046	126,378,786	449,740
General Fund	001	Expenditures	136,165,672	137,679,601	1,513,929
General Fund	001	Ending Fund Balance	7,317,150	6,252,961	(1,064,189)
Technology (I/Net)	108	Beginning Fund Balance	8,770,299	\$ 8,770,299	\$ -
Technology (I/Net)	108	Revenue	5,104,966	5,104,966	-
Technology (I/Net)	108	Expenditures	8,150,000	8,680,000	530,000
Technology (I/Net)	108	Ending Fund Balance	5,725,265	5,195,265	(530,000)
City Facilities	314	Beginning Fund Balance	15,712	15,712	-
City Facilities	314	Revenue	6,645,652	6,645,652	-
City Facilities	314	Expenditures	6,662,504	7,043,714	381,210
City Facilities	314	Ending Fund Balance	(1,140)	(382,350)	(381,210)
Water/Sewer Utilities	401	Beginning Fund Balance	15,132,192	15,132,192	-
Water/Sewer Utilities	401	Revenue	62,468,161	62,468,161	-
Water/Sewer Utilities	401	Expenditures	71,268,496	72,805,187	1,536,691
Water/Sewer Utilities	401	Ending Fund Balance	6,331,857	4,795,166	(1,536,691)
Fleet Services	501	Beginning Fund Balance	448,479	448,479	-
Fleet Services	501	Revenue	8,376,113	9,608,792	1,232,679
Fleet Services	501	Expenditures	8,461,688	9,711,367	1,249,679
Fleet Services	501	Ending Fund Balance	362,904	345,904	(17,000)
Net Increase/(Decrease) \$					(3,529,090)

EXHIBIT B – 2024 Compensation Grids

CITY OF MARYSVILLE MANAGEMENT PAY GRID 2024

5% 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	\$ 84,317 \$ 40.54	\$ 86,853 \$ 41.76	\$ 89,435 \$ 43.00	\$ 92,113 \$ 44.29	\$ 94,912 \$ 45.63	\$ 97,733 \$ 46.99	\$ 100,675 \$ 48.40	\$ 103,210 \$ 49.62	\$ 105,768 \$ 50.85	Annual Hourly
M113	Assistant Court Administrator Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 91,899 \$ 44.18	\$ 94,648 \$ 45.50	\$ 97,519 \$ 46.88	\$ 100,412 \$ 48.27	\$ 103,448 \$ 49.73	\$ 106,558 \$ 51.23	\$ 109,739 \$ 52.76	\$ 112,488 \$ 54.08	\$ 115,287 \$ 55.43	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 98,666 \$ 47.44	\$ 101,632 \$ 48.86	\$ 104,692 \$ 50.33	\$ 107,800 \$ 51.83	\$ 111,054 \$ 53.39	\$ 114,378 \$ 54.99	\$ 117,845 \$ 56.66	\$ 120,763 \$ 58.06	\$ 123,775 \$ 59.51	Annual Hourly
M115	Administrative Services Supervisor Training & Community Outreach Administrator Fleet and Facilities Supervisor IT Services Supervisor	\$ 105,601 \$ 50.77	\$ 108,735 \$ 52.28	\$ 112,010 \$ 53.85	\$ 115,381 \$ 55.47	\$ 118,850 \$ 57.14	\$ 122,413 \$ 58.85	\$ 126,096 \$ 60.62	\$ 129,204 \$ 62.12	\$ 132,431 \$ 63.67	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner	\$ 112,991 \$ 54.32	\$ 116,362 \$ 55.94	\$ 119,853 \$ 57.62	\$ 123,441 \$ 59.35	\$ 127,148 \$ 61.13	\$ 130,973 \$ 62.97	\$ 134,896 \$ 64.85	\$ 138,266 \$ 66.47	\$ 141,710 \$ 68.13	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$ 118,609 \$ 57.02	\$ 122,174 \$ 58.74	\$ 125,832 \$ 60.50	\$ 129,610 \$ 62.31	\$ 133,533 \$ 64.20	\$ 137,502 \$ 66.11	\$ 141,638 \$ 68.10	\$ 145,178 \$ 69.80	\$ 148,813 \$ 71.54	Annual Hourly
M118	Engineering Services Manager Senior Project Manager Civic Campus Project Manager Public Works Services Manager Traffic Engineering Manager	\$ 124,565 \$ 59.89	\$ 128,271 \$ 61.67	\$ 132,122 \$ 63.52	\$ 136,091 \$ 65.43	\$ 140,204 \$ 67.41	\$ 144,389 \$ 69.42	\$ 148,717 \$ 71.50	\$ 152,447 \$ 73.29	\$ 156,251 \$ 75.12	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor	\$ 130,782 \$ 62.88	\$ 134,703 \$ 64.76	\$ 138,746 \$ 66.70	\$ 142,906 \$ 68.70	\$ 147,186 \$ 70.76	\$ 151,612 \$ 72.89	\$ 156,154 \$ 75.07	\$ 160,053 \$ 76.95	\$ 164,069 \$ 78.88	Annual Hourly
M120	Assistant City Engineer Economic Development Manager	\$ 137,310 \$ 66.01	\$ 141,423 \$ 67.99	\$ 145,656 \$ 70.03	\$ 150,056 \$ 72.14	\$ 154,553 \$ 74.30	\$ 159,192 \$ 76.53	\$ 163,973 \$ 78.83	\$ 168,063 \$ 80.80	\$ 172,270 \$ 82.82	Annual Hourly
M121	No Position	\$ 144,197 \$ 69.33	\$ 148,526 \$ 71.41	\$ 152,949 \$ 73.53	\$ 157,541 \$ 75.74	\$ 162,275 \$ 78.02	\$ 167,154 \$ 80.36	\$ 172,177 \$ 82.78	\$ 176,456 \$ 84.83	\$ 180,856 \$ 86.95	Annual Hourly
M122	Economic Development & Real Property Manager Assistant Public Works Director/City Engineer Deputy City Attorney	\$ 151,395 \$ 72.79	\$ 155,915 \$ 74.96	\$ 160,602 \$ 77.21	\$ 165,457 \$ 79.55	\$ 170,407 \$ 81.93	\$ 175,500 \$ 84.38	\$ 180,762 \$ 86.90	\$ 185,304 \$ 89.09	\$ 189,920 \$ 91.31	Annual Hourly
M123	Assistant Police Chief	\$ 166,532 \$ 80.06	\$ 171,529 \$ 82.47	\$ 176,672 \$ 84.94	\$ 181,980 \$ 87.49	\$ 187,408 \$ 90.10	\$ 193,052 \$ 92.81	\$ 198,840 \$ 95.60	\$ 203,813 \$ 97.99	\$ 208,907 \$ 100.44	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$ 174,854 \$ 84.06								\$ 223,804 \$ 107.60	Annual Hourly
M125	Finance Director	\$ 183,606 \$ 88.27								\$ 234,997 \$ 112.98	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$ 192,788 \$ 92.69								\$ 246,762 \$ 118.64	Annual Hourly
M130	Chief Administrative Officer	\$ 208,357 \$ 100.17								\$ 266,697 \$ 128.22	Annual Hourly

NON REPRESENTED PAY GRID 2024

5% 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	\$ 74,346	\$ 76,570	\$ 78,867	\$ 81,233	\$ 83,672	\$ 86,184	\$ 88,766	\$ 90,991	\$ 93,263	Annual Hourly
	Planning Technician	35.74	36.81	37.92	39.05	40.23	41.43	42.68	43.75	44.84	
	Confidential Legal Assistant										
	Computer Technician Victim/Witness Coordinator										
N111	Deputy City Clerk	\$ 78,794	\$ 81,186	\$ 83,601	\$ 86,112	\$ 88,695	\$ 91,325	\$ 94,099	\$ 96,441	\$ 98,858	Annual Hourly
	Probation Officer	\$ 37.88	\$ 39.03	\$ 40.19	\$ 41.40	\$ 42.64	\$ 43.91	\$ 45.24	\$ 46.37	\$ 47.53	
	Communications/Marketing Specialist										
	Confidential Admin Specialist										
N112	Code Enforcement Officer	\$ 84,317	\$ 86,853	\$ 89,435	\$ 92,113	\$ 94,912	\$ 97,733	\$ 100,675	\$ 103,210	\$ 105,768	Annual Hourly
	Confidential Admin Associate	40.54	41.76	43.00	44.29	45.63	46.99	48.40	49.62	50.85	
	Development Services Technician										
	Engineering Coordinator										
	GIS Technician										
	Inspector I - Building										
	Inspector I - Construction										
	Planning Assistant										
	Surface Water Specialist										
	Surface Water Inspector										
	Community Intervention Specialist I										
	Emergency Preparedness Specialist										
	Volunteer & Community Event Coordinator										
	N113	Associate Planner	\$ 91,899	\$ 94,648	\$ 97,496	\$ 100,412	\$ 103,425	\$ 106,558	\$ 109,739	\$ 112,488	
I.S. Analyst		\$ 44.18	\$ 45.50	\$ 46.88	\$ 48.27	\$ 49.73	\$ 51.23	\$ 52.76	\$ 54.08	\$ 55.43	
Engineering Technician											
Financial Analyst											
GIS Analyst											
Human Resource Specialist											
Inspector II - Building											
Inspector II - Construction											
Executive Services Coordinator											
NPDES Coordinator											
Senior Communications Specialist/PIO Community Intervention Specialist II											
N114	Crime & Intelligence Analyst	\$ 98,666	\$ 101,632	\$ 104,692	\$ 107,800	\$ 111,054	\$ 114,378	\$ 117,845	\$ 120,763	\$ 123,775	Annual Hourly
	Electronic Control Systems Administrator	\$ 47.44	\$ 48.86	\$ 50.33	\$ 51.83	\$ 53.39	\$ 54.99	\$ 56.66	\$ 58.06	\$ 59.51	
	Inspector III - Combo										
	Inspector III - Electrical Planner Systems & Database Analyst										
N115	Assistant Building Official	\$ 105,601	\$ 108,735	\$ 112,010	\$ 115,381	\$ 118,850	\$ 122,413	\$ 126,096	\$ 129,204	\$ 132,431	Annual Hourly
	Civil Plan Review	\$ 50.77	\$ 52.28	\$ 53.85	\$ 55.47	\$ 57.14	\$ 58.85	\$ 60.62	\$ 62.12	\$ 63.67	
	Project Engineer										
	Senior Planner										
	Associate Traffic Engineer City Clerk										
N116	IS System Administrator	\$ 112,991	\$ 116,362	\$ 119,853	\$ 123,441	\$ 127,148	\$ 130,973	\$ 134,896	\$ 138,266	\$ 141,710	Annual Hourly
	Risk and Program Manager	\$ 54.32	\$ 55.94	\$ 57.62	\$ 59.35	\$ 61.13	\$ 62.97	\$ 64.85	\$ 66.47	\$ 68.13	

MPOA - (OFFICERS & SERGEANTS)						
January 1, 2024 Through December 31, 2024						
5% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,883					
Police Officers	7,648	7,940	8,225	8,673	9,173	9,537
Police Corporal		10,395				
Police Sergeant	10,784	11,253				

MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2024 - December 31, 2024							
4% increase							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,586	5,814	6,052	6,300	6,559	6,828	7,093
Custody Sergeant	8,347	8,547					
Custody Corporal	7,452	7,631					
Custody Officer	5,726	5,970	6,179	6,396	6,647	6,926	7,132

MPMA - COMMANDER PAY GRID 2024

4.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 160,134	\$ 164,931	\$ 169,881	\$ 174,987	\$ 180,248	\$ 184,734	\$ 189,350	Annual
	\$ 76.99	\$ 79.29	\$ 81.67	\$ 84.13	\$ 86.66	\$ 88.81	\$ 91.03	Hourly

Teamsters Pay Grid 2024

5.0% Increase

2024 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,764	\$61,976	Annual
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80	Hourly
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372	Annual
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834	Annual
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140	Annual
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249	Annual
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761	Annual
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56	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	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394	Annual
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75	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	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492	Annual
Senior Traffic Control Systems Tech		\$42.83	\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										



MARYSVILLE
FINANCE

TO: Mayor and City Council
FROM: Jennifer Ferrer-Santa Ines, Finance Director
DATE: February 1, 2024
RE: Q1 2024 Budget Amendment Memo

This budget ordinance provides for course corrections based on new information for the 2024 budget year that was not known at the time of budget adoption. Staff routinely brings budget amendments to be transparent and accountable.

A budget amendment is a recurring budget process step; staff accumulates new information anticipating to bring adjustments of this type to Council and is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by February 2nd,
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Revenue adjustments included in this amendment total \$1,682,419. Expenditure adjustments total \$5,211,509 for a net decrease of \$3,529,090.

This amendment includes carry-over adjustments for planned work or purchases in 2023 that either did not take place or disbursement of funds will be made in 2024. There are also cost increases associated with public defense cost, Sno911, and Labor & Industries due to claims experience. Additionally, grant funds that have been awarded to the City after budget adoption are also included.

The revised salary grids included in the Ordinance reflect a new Water Quality Supervisor budgeted at \$150,000 (salaries and benefits). This additional supervisor will provide the necessary oversight of operations and personnel within the water utility division to ensure continuity within the Public Works Department.

(360) 363-8000

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