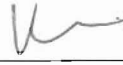


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 4/22/2013**

AGENDA ITEM: Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works for Minor Street Projects for Municipal Services.	
PREPARED BY: Doug Byde, Public Works Superintendent DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Three Copies of Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works to be returned to the project manager following the mayor's signing. 2. Original Interlocal Aid Agreement with Snohomish County Public Works - Dated 6-28-2010.	
BUDGET CODE:	AMOUNT: \$0.00

**SUMMARY:**

Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works, clarifies the limitations of the County when performing small capital construction projects, and sets a not to exceed threshold of \$10,000.00 for those types of projects

Maintenance services provided by the County, as shown in Appendix A, would not have the same limiting threshold as set for capital construction projects. These maintenance services would be used by Marysville on an as needed basis.

Changes to the agreement were recommended by Snohomish County's legal department.

Grant Weed's office has reviewed the Interlocal Aid Agreement and Amendment No. 1 to the Agreement, and are comfortable with the proposed changes.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to sign Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works.
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**AMENDMENT NO. 1 TO  
INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR  
MUNCIPAL SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR MUNCIPAL SERVICES (the "First Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and City of Marysville, a municipal corporation of the State of Washington (the "CITY").

WHEREAS, the COUNTY and the CITY executed an agreement entitled "Aid Agreement for Minor Street Projects for Municipal Services" (the "Original Agreement") on July 27, 2010, recorded under Snohomish County Auditor's File No. 201008020251;

WHEREAS, the COUNTY and the CITY wish to eliminate dollar limits on maintenance services commensurate with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to further define "maintenance services" for purposes of complying with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to extend the term of the Original Agreement for an additional year;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Section 1, subsection b. of the Original Agreement is amended to read as follows:

For purpose of this Agreement, "municipal services" shall include but not be limited to the following:

1. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
2. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

3. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

**Section 2.** Section 9, subsection a. of the Original Agreement is amended to read as follows:

This Agreement shall be effective upon execution and shall remain in effect for a period of four (4) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.

**Section 3.** All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

**CITY:**

City of Marysville, a municipal corporation of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**APPENDIX A  
MUNICIPAL ROAD AND STREET SERVICES  
Snohomish County - Road Maintenance Division**

<b>Work Operations (Estimates provided on a per project basis)</b>
<b>Drainage:</b>
<ul style="list-style-type: none"> <li>• <b>Catch Basin Routine Maintenance:</b> Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Underground Retention/Detention Facility Maintenance:</b> Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.</li> </ul>
<b>Pavement Maintenance and Repair:</b>
<ul style="list-style-type: none"> <li>• <b>Crack and Joint Sealing:</b> Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the channelization.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Pavement Markings -Thermo-plastic/Durable:</b> Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Pavement Markings - Paint:</b> Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Sweeping &amp; Cleaning Pavement with Mechanical Pickup Broom:</b> Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Traffic Sign Repair, Replacement, Maintenance and Installation:</b> Repair, replace, maintain; or install new traffic signs to ensure operational safety is maintained on the roadway system.</li> </ul>
<p><b>Shoulder Maintenance:</b></p>
<ul style="list-style-type: none"> <li>• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Shoulder Buildup Removal:</b> Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.</li> </ul>
<p><b>Snow &amp; Ice:</b></p>
<ul style="list-style-type: none"> <li>• <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Plowing/Sanding/Solid Deicer Application:</b> Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.</li> </ul>
<p><b>Vegetation:</b></p>
<ul style="list-style-type: none"> <li>• <b>Control Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Mechanical:</b> Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Tree Trimming/Tree Canopy Maintenance:</b> Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Roadside Mowing:</b> Mow with mechanical mower to control grass height and trim undesirable vegetation.</li> </ul>

<b>Other services provided:</b>
<ul style="list-style-type: none"> <li>• Call-out Response for urgent or emergency situations</li> <li>• Catch Basin/ Manhole Repair or Replacement</li> <li>• Chip Seals; Project or Patching</li> <li>• Culvert Repair or Replacement</li> <li>• Guidepost and Delineator Replacement</li> <li>• Hauling and Disposal of Waste Material</li> <li>• Hydro Seeding and Mulching</li> <li>• Instructor, Equipment Training and Other Training Courses</li> <li>• Maintenance and Repair of Concrete Structures</li> <li>• Mechanical Pavement Patching, Paverbox</li> <li>• Noxious Weed Control - Mechanical</li> <li>• Noxious Weed Control - Manual</li> <li>• Pavement Milling/Full Depth Repair (small, localized areas)</li> <li>• Pavement Patching with Subgrade Repair</li> <li>• Rip Rap and Cribbing Repair</li> <li>• Seeding, Mulching, and Planting including native species.</li> <li>• Shoulder Washout Repair</li> <li>• Slope Repair, Slide Clean up &amp; Maintenance</li> <li>• Traffic Control for Mobile Operations</li> <li>• Traffic Control for Stationary Operations</li> <li>• Vector Waste Recycling/Disposal</li> </ul>

**APPENDIX B**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County – Bridge Operations**

<b>Work Operations</b> <b>(Estimates provided on a per project basis)</b>
<b>Bridge Inspection:</b>
<ul style="list-style-type: none"><li>• <b>Bridge Inspection Services:</b> Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</li></ul>
<b>Other services provided:</b>

After recording, return to:

Rachel Broadus

Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

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SNOHOMISH COUNTY, WASHINGTON

**AID AGREEMENT  
FOR MINOR STREET PROJECTS  
FOR MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," and the CITY OF MARYSVILLE a municipal corporation of the State of Washington, hereinafter referred to as "City".

WHEREAS, the City is desirous of contracting with the County for the performance of municipal services within its boundaries by the County; and

WHEREAS, the County is agreeable to rendering such services on terms and conditions hereinafter set forth; and

WHEREAS, this agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Agreement**

- a. The County agrees to perform for the City any and all functions specified herein below relating to municipal services, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the County.
- b. For purpose of this Agreement, "municipal services" shall be limited to activities, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$30,000 for a single project and including but not limited to the following:

Construction, repair, or maintenance services on City streets and bridges including, but not limited to road surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbs, street lighting, and traffic control devices.



Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets of the City.

Snow plowing and/or the application of abrasives (this includes sand applied with pre-wet systems and sand/abrasives blended with snow and ice control chemicals) on portions of the routes designates (see 3.d.) by the City, during inclement weather conditions when County forces are mobilized for snow and ice control operations.

- c. The County Public Works Director and/or the County Road Engineer (County) and City Director of Public Works (City) are the Administrators of this Agreement. They are authorized to act on behalf of the County and City respectively, and shall finalize working procedures associated with any of the above activities comprising "municipal services".
- d. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.

## **2. Performance of Municipal Services**

- a. For the purpose of performing municipal services as herein specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the City.
- b. For the purpose of facilitating the performance of said functions, it is hereby agreed that the City, upon request of the County or its duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.
- c. The work performed by the County under this Agreement shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the City. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of requested work due to priority given the normal workload of County forces.

## **3. Work Order Requests**

Requests for municipal services shall be processed through work order requests.

- a. If the City desires that the County perform any work within the scope of this Agreement, it shall direct a work order request to the appropriate County Public Works Division Director, on forms provided by the County, and shall adequately describe the work to be performed and indicate the desired completion date. The County may require a road plan and profile or sketches as may be required to adequately describe the scope, intent and detail of the work.

- b. The County shall respond to such work order request in writing. If the response is in the affirmative, the County shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- c. Upon receipt of the County's estimate, the City may issue a written notice to proceed which authorizes the County to perform the requested work. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment referenced by paragraph 4.b. are acceptable and sufficient funds are appropriated to cover the cost of the requested work.
- d. Due to the emergent nature of snow and ice control operations, the work order requests for snow plowing and abrasives applications will be submitted once per year prior to the onset of inclement winter weather conditions and will be considered to be in effect until April 1<sup>st</sup> of the following year. The annual work order submittal shall include a plan identifying the portions of the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the city streets indentified in the plan any time the County has mobilized winter operations in the general area. Individual work order requests will not be required to initiate the County's response to each weather event. The County shall track the time and materials expended on the city routes and shall bill accordingly per Section 4 of this Agreement.
- e. The scope of requested work may be amended in writing at any time with the consent of both parties; PROVIDED, the project as changed continues to fall within the scope of this Agreement; and PROVIDED FURTHER that the City may cancel or stop any particular work at any time subject to Section 4 below.

#### **4. Basis of Payment**

- a. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for municipal services within the scope of this Agreement, the entire cost to the County of performing such work.

In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

- b. The County shall be reimbursed in full by the City for municipal services provided by the County. The County shall document all costs for labor, materials and equipment with its billing to the City. The County agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.

For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover overhead and administrative costs, an amount not to exceed 15% of the total labor cost to the County of performing all services rendered by the County to the City during the billing period.

The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing. Payment shall be made for all work actually completed or performed.

**5. Records**

- a. The County shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal County Road Projects. Such records as to any project shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project.
- b. The County shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the reasonable rental value of all County-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the County; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service.
- c. The County shall render to the City at the close of each calendar month a summary billing covering all services performed during said month.

**6. Facilities to be Provided by the City**

Whenever necessary for the County to maintain administrative headquarters in the City and such necessity is acknowledged by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County, such quarters may be used by the County in connection with the performance of this duty in territory outside of the City and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the City.

**7. Indemnification**

The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the City, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, employees, or agents.

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 COUNTY and the CITY, its officers, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

#### **8. Insurance.**

The City is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is self-insured with a retention level of \$1 million. Above that level the County has excess liability coverage.

#### **9. Commencement and Termination**

- a. This Agreement shall be effective upon execution and shall remain in effect for a period of three (3) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.
- b. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.
- c. Upon termination of this Agreement as provided in this section, the County shall be paid by the City for work performed prior to the effective date of termination, less all payments previously made. No payment shall be made by the City for any expense incurred or work done following the effective date of termination unless authorized in writing by the City.

**10. Notices**

All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

**CITY:**

City of Marysville  
Attn: Kevin Nielsen, PW Director  
Department of Public Works  
80 Columbia Avenue  
Marysville, WA 98270

**COUNTY:**

Snohomish County  
Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

**11. Jurisdiction**

This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**12. Independent Contractor**

The parties agree and understand that the County is acting hereunder as an independent contractor and that no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the City. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.

**13. Severability**

If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.

**14. Amendment**


This Agreement may be amended by a writing agreed to by the parties and executed with the same formalities as are required for the execution of this Agreement.

**15. Entire Agreement.**

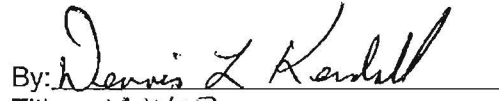
This Agreement represents the entire agreement between the County and the City, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

**SNOHOMISH COUNTY**

By:   
Title: County Engineer  
Date: 5/27/10

**CITY OF MARYSVILLE**

By:   
Title: MAYOR  
Date: ~~7-28-10~~ 6-28-10

CONTRACT TEMPLATE ONLY  
REVIEWED AND APPROVED:  
Gordon W. Sivley  
Deputy Prosecuting Attorney  
Date: May 13, 2010

**Snohomish County - Road Maintenance Division**  
**2010 ESTIMATED COSTS FOR STREET MAINTENANCE WORK**

Work Operation	Unit	2010 per unit cost
• <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.	Hour	\$ 183
• <b>Catch Basin Marking and Routine Maintenance:</b> Manually clean catch basins to insure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.	Hour	\$ 96
• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to insure drainage system remains free of material and flows are not restricted.	Hour	\$ 221
• <b>Control of Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and Intersections.	Hour	\$ 96
• <b>Crack and Joint Sealing:</b> Repair pavement surface and shoulder by installing crack filling material to prevent water from entering the sub-grade. Cracks should be cleaned by hot-air lance, ruttering or other means prior to filling.	Hour	\$ 739
• <b>Culvert Cleaning, Marking and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.	Hour	\$ 96
• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to insure the flow capacity is not restricted.	Hour	\$ 221
• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.	Hour	\$ 96
• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and includes cleaning inlet and outlet grates/pipes.	Hour	\$ 221
• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.	Hour	\$ 402
• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.	Hour	\$ 217
• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the striping.	Hour	\$ 241
• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail i.e., adjust cable tension, repair damage caused by errant vehicles, upgrade of terminal end sections, adjustments in height and alignment, new installations.	Hour	\$ 428
• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (cold or hot mix), raking to establish proper grade and compacting with a roller or other available means.	Hour	\$ 203
• <b>Noxious Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the county noxious weed list, with approved herbicides applied at the recommended application rate. Once the operation is complete, an herbicide application record is required for the treated area.	Hour	\$ 104
• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control nuisance vegetation i.e., alders, and blackberries, certain species of grasses to ensure the vegetation planted in landscaped areas is maintained in a healthy condition.	Hour	\$ 96

CHAVIER

BOYD/MAN