CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2021

AGENDA ITEM:	
Project Award – Centennial Trail Connector	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	le for kn
DEPARTMENT:	(DC (D) (D) C
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Contract, Vicinity Map	
BUDGET CODE:	AMOUNT:
31000076.563000, P1601	\$1,450,000.00
SUMMARY:	·

The Centennial Trail Connector project will include the development of approximately 1.5 miles of a multi-use trail, connecting Bayview Trail to Centennial Trail. The project will also include improvements to the intersection at 84th St NE and 83rd Ave NE, stormwater, sidewalks, and other misc. work. The project is funded in part by WSDOT and the Department of Commerce.

The project was advertised for a December 10, 2020 bid opening. The City received eighteen bids as shown on the attached bid tabulation. The low bidder was Trimaxx Construction Inc. at \$1,316,359.58 (incl. WSST). The engineer's estimate is \$1,635,593.00. References have been checked and found to be satisfactory.

Contract Bid:	\$1,316,359.58
Management Reserve:	\$133,640.42
Total:	\$1,450,000.00
WSDOT:	\$462,500.00
Dept. of Commerce:	\$622,740.00
Total:	\$1,085,240.00
Total Construction Cost to the City (P1601):	\$364,760.00

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Centennial Trail Connector project contract with Trimaxx Construction Inc. in the amount of \$1,316,359.58 and approve a management reserve of \$133,640.42 for a total allocation of \$1,450,000.00.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Centennial Trail Connector project contract with Trimaxx Construction Inc. in the amount of \$1,316,359.58, and approve a management reserve of \$133,640.42, for a total allocation of \$1,450,000.00

Centennial Trail Connector 31000076.563000.P1601 Certified Bid Tab Page 1



The content	****	ITEM DESCRIPTION	OHANTITY	LINETO		rer's Estimate TOTAL PRICE	UNIT PRICES	Trinity TOTAL PRICE	A-1 Landso	aping TOTAL PRICE	Trimax UNIT PRICES	TOTAL PRICE		rider	Ocea UNIT PRICES	nside TOTAL PRICE	Redt UNIT PRICES	TOTAL PRICE
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					\$12,000.00	\$12,000.00	\$17,500.00	\$17,500.00	\$23,450.00		\$16,000.00	\$16,000.00	\$17,500.00	\$17,500.00	20,000.00	\$20,000.00	\$15,000.00	
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Fig.			3	EA	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$750.00	\$2,250.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00	500.00	\$1,500.00	\$400.00	\$1,200.00
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8-01.5 37 Law Installation			-															
8-02.5 38 Total Type A 90 CV 950.00 313.000.00 510.000.00 513.000.00 50.00 53.00.00 53.00.00 50.00 53.00.																		
8-02.5 40 Page-Preservation 1 FA \$10,000 \$50,0																		
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B-14.5 54 Current Concrete Stewards Ramp. Type Combination 1 EA \$3,000.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1								00,000.00										
B-18-5 55 Malbox Support, Type 1 1 EA \$500.00 510.00 52.00.00 52.00.00 52.00.00 51.0			1															
B-0.05 50 Interaction Improvements 1 LS \$75,000.00 \$75,0																	\$19.97	
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8-22 5 63 Remore Preventer Markings 1 LS \$5,000.00 \$5,00																		
8-22.5 64 Plastic Bicycle Lane Symbol 2 EA \$500.00 \$1,000.00 \$000.00 \$200.00 \$500.00 \$270.00 \$540.00 \$275.00 \$550.00 \$280.00 \$550.00 \$250.00 \$500.00 \$																		
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Yellow Highlight = Total does not match bid proposal



SPEC	TEM DESCRIPTION	QUANTITY	LIMITE	UNIT PRICES	er's Estimate TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE		TOTAL PRICE	Taylors Exc UNIT PRICES	avators TOTAL PRICE	UNIT PRICES	TOTAL PRICE
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1-04.4	1 Minor Changes	1	LS	\$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
1-05.5	2 Roadway Surveying	1	LS	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$16,225.00	\$16,225.00	\$18,814.85	\$18,814.85	\$1,500.00	\$1,500.00	17,000.00	\$17,000.00	\$18,000.00	\$18,000.00
1-05.18	3 Record Drawings(Minimum Bid \$3500)	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$5,879.64	\$5,879.64	\$4,000.00	\$4,000.00	5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
1-07.15	4 SPCC Plan	1	LS	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$250.00	\$250.00	\$511.53	\$511.53	\$200.00	\$200.00	1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1-10.3(3)A	5 Project Signs	4	EA	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$340.62	\$1,362.48	\$500.00	\$2,000.00	250.00	\$1,000.00	\$1,000.00	\$4,000.00
1-105	6 Mobilization (8%) 7 Project Temporary Traffic Control	1	LS LS	\$110,846.00	\$110,846.00	\$142,471.24	\$142,471.24 \$63.500.00	\$77,000.00	\$77,000.00	\$30,661.01 \$163.961.14	\$30,661.01 \$163.961.14	\$99,000.00 \$81,400.00	\$99,000.00 \$81.400.00	100,000.00	\$100,000.00	\$150,000.00	\$150,000.00 \$79,000.00
2-01.5	8 Clearing and Grubbing	1	LS	\$30,000.00 \$80,000.00	\$30,000.00	\$63,500.00 \$105.000.00	\$105,000.00	\$94,000.00 \$33.600.00	\$94,000.00 \$33.600.00	\$163,961.14 \$78.063.02	\$163,961.14 \$78.063.02	\$81,400.00	\$81,400.00 \$57,500.00	80,000.00 60.000.00	\$80,000.00	\$79,000.00 \$90.000.00	\$79,000.00
2-02.5	9 Sawcut	2.450	LF	\$2.50	\$6,125.00	\$4.00	\$9.800.00	\$3.30	\$8.085.00	\$78,083.02	\$6,296.50	\$37,300.00	\$9,800.00	5.00	\$12,250.00	\$90,000.00	\$6,125.00
2-02.5	10 Removal of Curb and Gutter	560	LF	\$5.00	\$2,800.00	\$4.25	\$2,380.00	\$3.00	\$1,680.00	\$6.46	\$3,617.60	\$6.00	\$3,360.00	10.00	\$5,600.00	\$4.00	\$2,240.00
2-02.5	11 Removal of Sidewalk	388	SY	\$15.00	\$5.820.00	\$7.50	\$2,910.00	\$9.00	\$3,492.00	\$14.38	\$5,579.44	\$18.00	\$6,984.00	25.00	\$9,700.00	\$7.50	\$2,910.00
2-02.5	12 Removal of Asphalt	675	SY	\$15.00	\$10,125.00	\$11.25	\$7,593.75	\$9.00	\$6,075.00	\$11.46	\$7,735.50	\$8.00	\$5,400.00	25.00	\$16,875.00	\$5.50	\$3,712.50
2-02.5	13 Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$5,950.00	\$5,950.00	\$3,995.90	\$3,995.90	\$6,500.00	\$6,500.00	20,000.00	\$20,000.00	\$4,200.00	\$4,200.00
2-03.5	14 Gravel Borrow inc. Haul	2,300	TON	\$22.00	\$50,600.00	\$20.50	\$47,150.00	\$27.00	\$62,100.00	\$23.50	\$54,050.00	\$16.00	\$36,800.00	22.00	\$50,600.00	\$19.00	\$43,700.00
2-03.5	15 Unsuitable Foundation Excavation Incl. Haul	1,735	CY	\$26.00	\$45,110.00	\$32.00	\$55,520.00	\$37.80	\$65,583.00	\$27.54	\$47,781.90	\$15.00	\$26,025.00	22.00	\$38,170.00	\$30.00	\$52,050.00
2-03.5	16 Roadway Excavation Incl. Haul 17 Shoring	3,100 1	CY LS	\$18.00 \$1.000.00	\$55,800.00 \$1.000.00	\$28.50 \$1.800.00	\$88,350.00	\$40.90 \$1.00	\$126,790.00 \$1.00	\$39.23 \$1.175.93	\$121,613.00 \$1.175.93	\$18.00 \$2.000.00	\$55,800.00 \$2,000.00	22.00	\$68,200.00 \$2,000.00	\$30.00 \$2.700.00	\$93,000.00 \$2,700.00
2-12.5	18 Construction Geotextile for Seperation	9.333	SY	\$1,000.00	\$1,000.00	\$1,800.00 \$1.50	\$1,800.00	\$1.00	\$23,332.50	\$1,175.93	\$1,759.58	\$2,000.00	\$2,000.00	2,000.00	\$2,000.00	\$2,700.00	\$2,700.00
2-15.5	19 Dewatering	1	LS	\$10,000,00	\$10,000.00	\$6,500.00	\$6,500.00	\$500.00	\$500.00	\$5,879.64	\$5,879.64	\$2.00	\$500.00	10,000.00	\$23,332.30	\$44,000,00	\$44,000.00
4-04.5	20 Crushed Surfacing Base Course	2,300	TON	\$35.00	\$80,500,00	\$30.50	\$70,150.00	32.75	\$75,325.00	\$26.13	\$60,099.00	\$18.00	\$41,400.00	30.00	\$69,000.00	\$27.00	\$62,100.00
4-04.5	21 Crushed Surfacing Top Course	677	TON	\$35.00	\$23,695.00	\$43.00	\$29,111.00	29.50	\$19,971.50	\$30.60	\$20,716.20	\$19.00	\$12,863.00	30.00	\$20,310.00	\$53.00	\$35,881.00
5-04.5	22 HMA CL. 1/2", PG 64-22	2,140	TON	\$130.00	\$278,200.00	\$91.50	\$195,810.00	\$101.20	\$216,568.00	\$136.07	\$291,189.80	\$95.00	\$203,300.00	92.00	\$196,880.00	\$93.00	\$199,020.00
7-04.5	23 Swale	1	LS	\$5,000.00	\$5,000.00	\$8,600.00	\$8,600.00	\$12,650.00	\$12,650.00	\$18,562.91	\$18,562.91	\$6,500.00	\$6,500.00	8,000.00	\$8,000.00	\$28,000.00	\$28,000.00
7-04.5	24 Schedule A Storm Sewer Pipe 12 In. Diam.	232	LF	\$85.00	\$19,720.00	\$67.00	\$15,544.00	\$58.00	\$13,456.00	\$38.05	\$8,827.60	\$85.00	\$19,720.00	60.00	\$13,920.00	\$54.00	\$12,528.00
7-04.5 7-05.5	25 Connection to Drainage Structure 26 Beehive Storm Grate	14 2	EA EA	\$800.00	\$11,200.00	\$1,000.00 \$345.00	\$14,000.00	\$360.00	\$5,040.00	\$190.69	\$2,669.66	\$1,500.00	\$21,000.00	800.00	\$11,200.00	\$810.00 \$565.00	\$11,340.00
	27 Catch Basin Type 1	11	EA EA	\$500.00 \$1.200.00	\$1,000.00 \$13.200.00	\$345.00 \$1.300.00	\$690.00 \$14.300.00	\$520.00 \$1.500.00	\$1,040.00 \$16.500.00	\$529.85 \$1.148.49	\$1,059.70 \$12.633.39	\$1,250.00 \$1,500.00	\$2,500.00 \$16,500.00	1 800.00	\$1,600.00 \$19.800.00	\$565.00 \$1.850.00	\$1,130.00 \$20,350.00
7-05.5	28 Catch Basin Type 7743	3	EA	\$1,200.00	\$13,200.00	\$1,300.00	\$14,300.00	\$1,500.00	\$16,500.00 \$5,250.00	\$1,148.49	\$3,896.67	\$1,500.00	\$16,500.00	1,800.00	\$19,800.00	\$1,850.00	\$20,350.00
7-05.5	29 ADA/Pedestrian Catch Basin Frame and Lid	4	EA	\$500.00	\$2,000.00	\$345.00	\$1,380.00	\$660.00	\$2,640.00	\$691.28	\$2,765.12	\$650.00	\$2,600.00	800.00	\$3,200.00	\$870.00	\$3,480.00
7-05.5	30 Solid Locking Sewer Frame and Lid	3	EA	\$500.00	\$1,500.00	\$425.00	\$1,275.00	\$600.00	\$1,800.00	\$693.26	\$2,079.78	\$600.00	\$1,800.00	800.00	\$2,400.00	\$980.00	\$2,940.00
	31 Junction Box, Type 1 w/ non-slip lid	8	EA	\$600.00	\$4,800.00	\$550.00	\$4,400.00	\$535.00	\$4,280.00	\$571.50	\$4,572.00	\$1,650.00	\$13,200.00	800.00	\$6,400.00	\$550.00	\$4,400.00
7-05.5	32 Adjust Junction Box	8	EA	\$300.00	\$2,400.00	\$350.00	\$2,800.00	\$390.00	\$3,120.00	\$417.46	\$3,339.68	\$1,350.00	\$10,800.00	500.00	\$4,000.00	\$400.00	\$3,200.00
7-05.5	33 Adjust Manhole	3	EA	\$500.00	\$1,500.00	\$460.00	\$1,380.00	\$650.00	\$1,950.00	\$339.79	\$1,019.37	\$1,750.00	\$5,250.00	1,000.00	\$3,000.00	\$560.00	\$1,680.00
7-05.5	34 Adjust Catch Basin	11	EA	\$500.00	\$5,500.00	\$460.00	\$5,060.00	\$575.00	\$6,325.00	\$300.31	\$3,303.41	\$1,100.00	\$12,100.00	500.00	\$5,500.00	\$335.00	\$3,685.00
7-15.5 8-01.5	35 Relocate Water Meter	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,425.00	\$1,425.00	\$1,037.20	\$1,037.20	\$3,500.00	\$3,500.00	3,500.00	\$3,500.00	\$1,415.00	\$1,415.00
8-01.5	36 Temporary Erosion/Water Pollution Control 37 Lawn Installation	600	LS	\$25,000.00	\$25,000.00	\$12,250.00	\$12,250.00	\$11,650.00	\$11,650.00	\$23,057.36	\$23,057.36	\$10,000.00	\$10,000.00	45,000.00	\$45,000.00	\$12,600.00	\$12,600.00
8-02.5	38 Topsoil Type A	350	SY	\$20.00 \$50.00	\$12,000.00 \$17,500.00	\$14.00 \$61.50	\$8,400.00	\$9.00 \$55.00	\$5,400.00 \$19,250.00	\$7.49 \$40.51	\$4,494.00 \$14.178.50	\$15.00 \$50.00	\$9,000.00 \$17,500.00	15.00	\$9,000.00	\$14.00 \$62.00	\$8,400.00 \$21,700.00
8-02.5	39 Bark or Wood Chip Mulch	100	CY	\$50.00	\$17,500.00	\$61.50 \$50.25	\$21,525.00	\$55.00	\$19,250.00 \$5,000.00	\$40.51	\$14,178.50	\$35.00	\$17,500.00	80.00	\$21,700.00	\$62.00	\$21,700.00
8-02.5	40 Property Restoration	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,833.00	\$10,000.00	\$10,000.00	10.000.00	\$10,000.00	\$10.000.00	\$10,000.00
8-02.5	41 Comus Sanguinea 'Midwinter fire'	20	EA	\$35.00	\$700.00	\$31.50	\$630.00	\$27.50	\$550.00	\$11.16	\$223.20	\$75.00	\$1,500.00	30.00	\$600.00	\$30.00	\$600.00
8-02.5	42 Comus Sericea 'Flaviramea'	20	EA	\$35.00	\$700.00	\$31.50	\$630.00	\$27.50	\$550.00	\$10.69	\$213.80	\$75.00	\$1,500.00	30.00	\$600.00	\$30.00	\$600.00
8-02.5	43 Compact Heavenly Bamboo, Nandina Domestica 'Moon Bay'	20	EA	\$30.00	\$600.00	\$31.50	\$630.00	\$27.50	\$550.00	\$16.45	\$329.00	\$75.00	\$1,500.00	30.00	\$600.00	\$30.00	\$600.00
8-04.5	44 Cement Concrete Pedestrian Curb	210	LF	\$45.00	\$9,450.00	\$34.25	\$7,192.50	\$33.00	\$6,930.00	\$25.87	\$5,432.70	\$40.00	\$8,400.00	40.00	\$8,400.00	\$40.00	\$8,400.00
8-04.5	45 Cement Conc. Traffic Curb and Gutter	1,500	LF	\$35.00	\$52,500.00	\$35.25	\$52,875.00	\$21.50	\$32,250.00	\$27.05	\$40,575.00	\$21.00	\$31,500.00	20.00	\$30,000.00	\$23.00	\$34,500.00
8-04.5 8-06.5	46 Cement Conc. Traffic Curb and Gutter Modified 47 Cement Conc. Driveway Entrance	800 72	LF SY	\$40.00 \$70.00	\$32,000.00 \$5,040.00	\$51.25 \$79.00	\$41,000.00	\$37.00 \$71.50	\$29,600.00	\$36.45 \$91.36	\$29,160.00 \$6.577.92	\$40.00 \$70.00	\$32,000.00 \$5,040.00	40.00 85.00	\$32,000.00 \$6.120.00	\$50.00 \$74.00	\$40,000.00 \$5,328.00
8-12.5	48 Vinyl Coated Chain Link Fence 6 Foot	1,200	LF	\$70.00	\$5,040.00	\$79.00	\$5,688.00 \$43.800.00	\$47.50	\$5,148.00	\$91.5b \$56.72	\$68.064.00	\$70.00	\$5,040.00	85.00 54.00	\$6,120.00	\$74.00	\$5,328.00 \$58.800.00
8-13.5	49 Adjust Monument Case and Cover in reinforced Conc. Panel	1	EA	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$850.00	\$850.00	\$2,610.02	\$2,610.02	\$2,500.00	\$2,500.00	800.00	\$800.00	\$1,200.00	\$1,200.00
8-14.5	50 Cement Concrete Sidewalk	775	SY	\$55.00	\$42,625.00	\$53.50	\$41.462.50	\$61.00	\$47,275.00	\$47.04	\$36,456.00	\$55.00	\$42,625.00	58.00	\$44,950.00	\$62.00	\$48,050.00
8-14.5	51 Cement Concrete Sidewalk Ramp, Type Perpendicular A	8	EA	\$3,000.00	\$24,000.00	\$1,920.00	\$15,360.00	\$1,745.00	\$13,960.00	\$2,469.45	\$19,755.60	\$1,500.00	\$12,000.00	1,200.00	\$9,600.00	\$1,130.00	\$9,040.00
8-14.5	52 Cement Concrete Sidewalk Ramp, Type Parallel	5	EA	\$3,000.00	\$15,000.00	\$2,100.00	\$10,500.00	\$2,800.00	\$14,000.00	\$2,704.63	\$13,523.15	\$2,350.00	\$11,750.00	2,000.00	\$10,000.00	\$1,975.00	\$9,875.00
8-14.5	53 Cement Concrete Sidewalk Ramp, Type Combination	1	EA	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,610.00	\$3,610.00	\$2,704.63	\$2,704.63	\$3,000.00	\$3,000.00	3,000.00	\$3,000.00	\$2,830.00	\$2,830.00
8-15.5	54 Quarry Spalls	3,700	TON	\$38.00	\$140,600.00	\$30.00	\$111,000.00	\$30.00	\$111,000.00	\$25.70	\$95,090.00	\$21.00	\$77,700.00	36.00	\$133,200.00	\$30.00	\$111,000.00
8-18.5 8-20.5	55 Mailbox Support, Type 1 56 Intersection Improvements	1	EA LS	\$500.00 \$75.000.00	\$500.00 \$75.000.00	\$980.00	\$980.00 \$63.000.00	\$500.00 \$62,150.00	\$500.00 \$62.150.00	\$504.85 \$66,437,58	\$504.85 \$66.437.58	\$2,500.00 \$155.000.00	\$2,500.00 \$155.000.00	500.00 65.000.00	\$500.00 \$65.000.00	\$400.00 \$65.000.00	\$400.00 \$65,000.00
8-20.5		1	LS														
8-21.5	57 Permanent Signing 58 Painted Line	4.000	LS LF	\$1,500.00 \$1.00	\$1,500.00 \$4,000.00	\$2,200.00 \$1.15	\$2,200.00 \$4.600.00	\$900.00 \$1.10	\$900.00 \$4,400.00	\$923.20 \$1.18	\$923.20 \$4,720.00	\$5,000.00 \$2.00	\$5,000.00 \$8,000.00	5,000.00 1.50	\$5,000.00 \$6,000.00	\$650.00 \$1.00	\$650.00 \$4,000.00
8-22.5	59 Painted Uide Line	575	LF	\$1.50	\$4,000.00	\$1.40	\$4,600.00	\$1.40	\$4,400.00	\$1.47	\$845.75	\$2.00	\$1,725.00	2.00	\$6,000.00	\$1.00 \$1.00	\$575.00
8-22.5	60 Plastic Stop Line	145	LF	\$5.00	\$725.00	\$10.00	\$1,450.00	\$10.00	\$1,450.00	\$10.58	\$1,534.10	\$18.00	\$2,610.00	10.00	\$1,450.00	\$17.00	\$2,465.00
8-22.5	61 Plastic Traffic Arrow	9	EA	\$250.00	\$2,250.00	\$140.00	\$1,260.00	\$138.00	\$1,242.00	\$146.99	\$1,322.91	\$550.00	\$4,950.00	150.00	\$1,350.00	\$90.00	\$810.00
8-22.5	62 Plastic Crosswalk Line	760	SF	\$10.00	\$7,600.00	\$6.75	\$5,130.00	\$7.00	\$5,320.00	\$7.06	\$5,365.60	\$10.00	\$7,600.00	8.00	\$6,080.00	\$6.00	\$4,560.00
8-22.5	63 Remove Pavement Markings	1 2	LS FA	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$8,800.00	\$8,800.00	\$9,407.42	\$9,407.42 \$587.96	\$15,000.00 \$1,000.00	\$15,000.00	10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
8-22.5	64 Plastic Bicycle Lane Symbol	2	EA	\$500.00	\$1,000.00	\$280.00	\$560.00	\$275.00	\$550.00	\$293.98	\$587.96	\$1,000.00	\$2,000.00	\$300.00	\$600.00	\$375.00	\$750.00
				Base Bid \$ Sales Tax @ 9.3% \$	1,496,426 139,168		\$1,445,177.49 \$134,401.51		\$1,398,194.00 \$130,032.04		\$1,501,456.90 \$139,635.49		\$1,403,118.00 \$130,489.97		\$1,450,337.50 \$134.881.39		\$1,510,064.00 \$140,435.95
				Subtotal w/ tax \$	1,635,593		\$1,579,579.00		\$1,528,226.04		\$1,641,092.39		\$1,533,607.97		\$1,585,218.89		\$1,650,499.95



Expires 12/05/2021

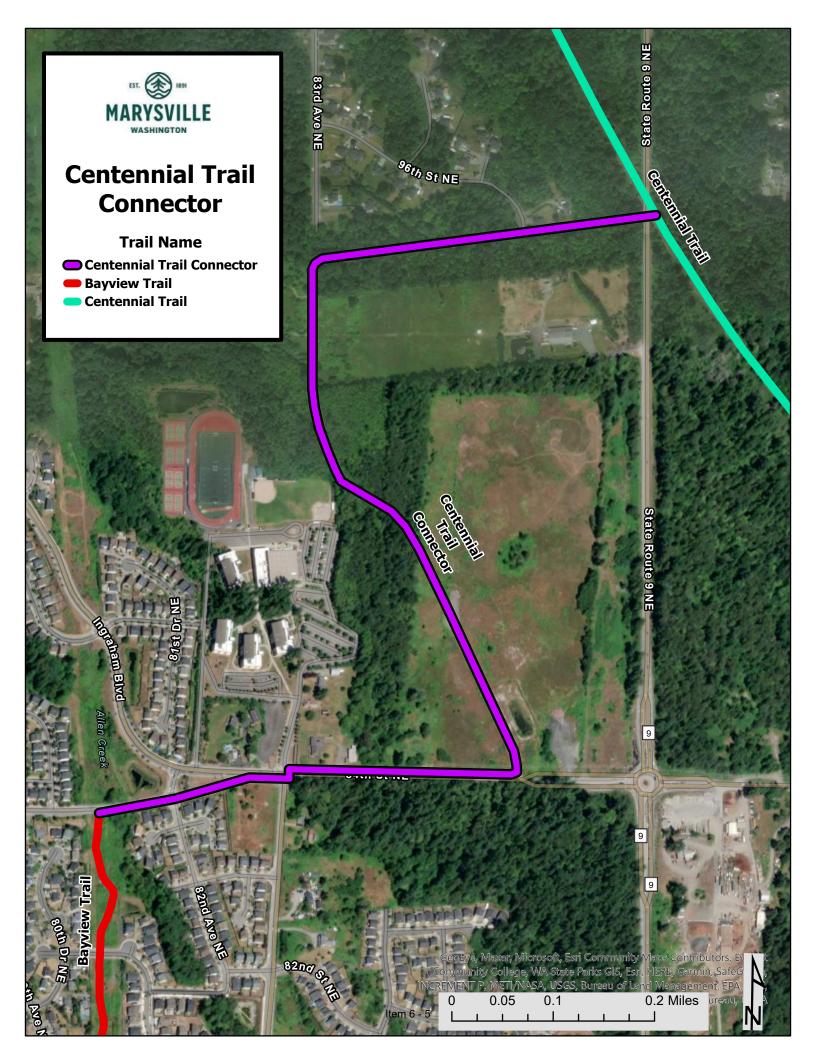
Centennial Trail Connector 31000076.563000.P1601 Certified Bid Tab 12/10/2020 Page 3



Number N	SPEC	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	er's Estimate TOTAL PRICE	Prem. Se	rvices Inc TOTAL PRICE	Welw UNIT PRICES	est TOTAL PRICE	Tiger UNIT PRICES	TOTAL PRICE	Mclure UNIT PRICES	and Sons TOTAL PRICE	Colac UNIT PRICES	TOTAL PRICE	Allied Const	t. Assoc. TOTAL PRICE
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Second Company Notice 1					\$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	
Processor 1			-															
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1.50 1.50	2-02.5	12 Removal of Asphalt	675															
1 1					\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$9,570.00	\$9,570.00	\$10,000.00	\$10,000.00	8,000.00		\$6,000.00	\$6,000.00
1.00 1.00																		
1-10 1 1 1 1 1 1 1 1 1																		
1-12 15 Committed Content of Separation																		
1-10 10 Teacher 1																		
1-1			1											\$11,250.00				
2-94 23 Mod. L. Cy. P. Feb-2-2 1.16				TON	\$35.00	\$80,500.00	\$27.00	\$62,100.00	29.00	\$66,700.00	\$32.00	\$73,600.00	\$35.00	\$80,500.00	33.40	\$76,820.00	\$33.00	\$75,900.00
2-94. 2 See Booked Allem Sewer Per VI In Claim. 1.																		
2-96. 26 Sender A Commerce Per 1 Pr. Olive. 20 UF 5600 53,7300 5500 53,7400 5500 53,7400 5500 53,7400 5500 53,7400 5500 53,7400 5500 53,7400 5500 5500 5500 57,700																		
2-50. 22 Convention to Dismagn Southwere 1																		
2 C Camb Beam Typer 1																		
2 Cach Bass Tigor 77-3			2	EA	\$500.00	\$1,000.00	\$350.00	\$700.00	\$500.00	\$1,000.00	\$439.00	\$878.00	\$606.00	\$1,212.00	450.00	\$900.00	\$500.00	\$1,000.00
2-0.00 2					\$1,200.00	\$13,200.00	\$1,600.00	\$17,600.00	\$1,300.00	\$14,300.00	\$1,130.00	\$12,430.00	\$1,800.00	\$19,800.00	2,500.00	\$27,500.00		\$16,500.00
9.0 Seed Looking Seemer Frame and Lod 3			3															
13 June 14 March 15 15 15 15 15 15 15 1			4															
2- A Agent Junction Box	1-00.0		-															
2-0.5 31 Again Manhole	7-05.5		8															
1			3	EA	\$500.00		\$1,200.00	\$3,600.00		\$1,500.00	\$855.00	\$2,565.00	\$1,350.00	\$4,050.00	680.00	\$2,040.00	\$450.00	
Second Control Seco																		
8-01.5 of 17 Limin freshlation			-															
8-02.5 38 Total Type A			-															
Section Sect																		
Part																		
8-02.5 42 Corrus Serious Flavoriments Sharkon																		
8-0.5 43 Compact Namework Barmbook, Namerican Compact Passing Court Pass		41 Cornus Sanguinea 'Midwinter fire'		EA	\$35.00	\$700.00	\$16.00	\$320.00	\$16.00	\$320.00	\$27.00	\$540.00	\$20.00	\$400.00	27.00	\$540.00	\$27.00	\$540.00
9-04 5 44 Cement Concrete Pedestrian Curb 120 LF 94500 95.00																		
8-04.5 45 Cement Conc.** Traffic Cuts and Guiser Modified 80 LF \$15.00 \$53,000.0 \$53.00 \$53,000.0 \$53.00 \$53,000.0 \$34,000.0 \$																		
9-05 40 Cement Cover. Traffic Curb and Guigert Modified 800 F \$4400 \$31,000.																		
8-08 of 7 Cement Concres Discharge Finterine From 6 Foot 1 1 24 State							920.00	****	,	40.,000.00	400.00	\$ -ajeee.ee						
8-14.5 67 Center Concres Sidewalk Party, Type Party dictal # 1	8-06.5																	
B-14 50 Commer Concress Sciences France Concress						\$50,400.00		\$30,000.00		\$73,200.00	\$47.00	\$56,400.00		\$62,400.00	52.00	\$62,400.00	\$53.50	\$64,200.00
B-14.5 ST Center Correct Science Rarm, Type Page middle Rarm, Type P																		
B-14 52 Cemeral Controns Sciences Research Research, Tipe Population 5 E A \$3,000.00 \$10,000.00 \$2,000.00 \$1,000.00																		
Post St. Commer Concress General Ramp, Type Combination 1 EA \$1,000.00 \$1,000.																		
6-15 64 Courty Spatial 1.70 70 N 538.00 534.000 534.			1															
Page		54 Quarry Spalls	3,700	TON	\$38.00	\$140,600.00	\$24.00	\$88,800.00	\$35.00	\$129,500.00	\$28.00	\$103,600.00	\$40.10	\$148,370.00	20.00	\$74,000.00	\$34.00	\$125,800.00
## 1 1 2 3 3 3 3 3 3 3 3 3																		
8-22.5 69 Painest Unive 4,000 LF \$1,00 \$4,000.00 \$1,10 \$4,000.																		
8-22.5 69 Pained Wide Line 575 LF \$1.50 S85.20 \$1.30 \$1.747.50 \$1.																		
8-22.5 67 Plants Step Live 145 LF \$5.00 573.50 \$9.00 \$1.200.00 \$1.																		
8-225 67 Plates Traific Arrow 9 EA \$250.00 \$130.00 \$130.00 \$130.00 \$130.00 \$133.00 \$138.00 \$138.00 \$133.00 \$13																		
8-22.5 62 Plastic Crosswalls Line 570 SF \$10.00 55.00.00 \$6.00 \$4.560.00 \$8.00 \$5.00																		
6-22.5 64 Plastic-Bicycle Larne Symbol 2 EA \$500.00 \$1,000.00 \$250.00 \$500.00 \$500.00 \$500.00 \$272.00 \$544.00 \$000.00 \$270.00 \$544.00 \$275.00 \$550.00 \$550.00 \$270.00 \$1,441,845.6 \$1,641,1845.6 \$1,64		62 Plastic Crosswalk Line									\$6.50		\$7.00					
Baze Biol \$ 1,496,426 \$1,335,108.50 \$1,523,908.00 \$1,441,624.20 \$1,641,184.56 \$1,616,891.50 \$1,580,881.00 \$1,417,224.77 \$134,008.65 \$152,500.16 \$150,370.91 \$147,021.93		63 Remove Pavement Markings 64 Plastic Ricurta Lana Sumbol			\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00	\$8,700.00	\$8,700.00	\$9,645.00	\$9,645.00		\$8,500.00		
Sales Tax @ 9.3% \$ 139,168 \$124,165.09 \$141,723.17 \$134,089.65 \$152,630.16 \$150,370.91 \$147,021.93	0.22.0	04 I mano projute care dyritori	4	E	. 000.000		φ200.00		\$30U.UU		φ212.00		\$30U.UU		g270.00		g210.00	
												\$1,441,824.20						



Yellow Highlight = Total does not match bid proposal



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 Trimaxx Construction Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at 12903 WAYWARD WAY SEDRO WOOLLEY, WA 98284, (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:

Centennial Trail Connector P1601

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. 2018 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor's bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES. Substantial completion shall be achieved within One Hundred (100) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT. The lump sum/total itemized amount of the Contract is One Million Three Hundred Sixteen Thousand Three Hundred Fifty Nine Doallars and Fifty Eight Cents (\$1,316,359.58) 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 December 10, 2020. 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

		shall not be limited in any way by damages, compensation or benefit workers compensation acts, disable acts; provided the Contractor's war paragraph extends only to claims include, or extend to, any claims Contractor. The obligations of Comutually negotiated by the partie City would not enter into this Co	indemnification obligation under this Contract y any limitation on the amount or type of its payable to or for any third party under bility benefits acts, or other employee benefits vaiver of immunity by the provisions of this against the Contractor by the City and does not by the Contractor's employees directly against contractor under this subsection have been s hereto, and Contractor acknowledges that the ntract without the waiver thereof of Contractor. (Contractor initials)
	D.	<u> </u>	all survive the expiration or termination of this at occurring prior to such expiration or
VI.	CON	TRACT ADMINISTRATION.	
Wood	s on bel		on on behalf of the Contractor and by Kyle es required by the terms of this Contract shall be
	Attn: 0	actor: ax Construction Inc. Chris Monson Wayward Way Woolley, WA 98284	<u>City</u> : City of Marysville Public Works – Attn: Kyle Woods 80 Columbia Ave Marysville, WA 98270
II.		AILING WAGES. The Contracting to the employment of labor and	tor shall comply with all state and federal laws wage rates to be paid.
the da		TNESS WHEREOF, the parties he ear first hereinabove written.	ereto have caused this Agreement to be executed
	DAT	ED this day of	, 20
			CITY OF MARYSVILLE
			By: Jon Nehring, Mayor

VI.

VII.

DATED this day of	, 20
	TRIMAXX CONSTRUCTION INC
	By:Chris Monson
	Its: President
Attested/Authenticated:	
, Deputy City Clerk	
Approved as to form:	
Jon Walker, City Attorney	

PERFORMANCE BOND to City of Marysville, WA

Bond N	No	
The City of Marysville, Washington (the "Principal"), a contract for the construct <u>Trail Connector</u> , Project No. <u>P1601</u> , in Mar is required to furnish a bond for performan	ction of the project designated a ysville, Washington (the "Contra	s <u>Centennial</u> act"), and said Principal
The Principal, anda corporation organized under the laws of business in the State of Washington as sur Acceptable in Federal Bonds" as publishe Accounts, U.S. Treasury Dept., are jointly sum of One Million Three Hundred Sixte Fifty Eight Cents U.S. Dollars (\$1,316,359) herein.	ety and named in the current list of in the Federal Register by the and severally held and firmly been Thousand Three Hundred Fi	e Audit Staff Bureau of cound to the City in the afty Nine Doallars and
This statutory performance bond sheirs, executors, administrators, successo Principal's obligations under the Contract amodifications, additions, and changes to sand in the manner specified; and if such peshall remain in full force and effect.	rs, or assigns shall well and faith and fulfill all terms and condition said Contract that may hereafte	nfully perform all of the s of all duly authorized r be made, at the time
The Surety for value received agraddition to the terms of the Contract, the sp to be performed under the Contract shall in notice of any change, extension of time, alwork performed. The Surety agrees that nof the Contract that increase the total amounthe obligation of the Surety on this bond an obligation.	pecifications accompanying the Control any way, affect its obligation on the terms and iteration, or addition to the terms and changes to the unt to be paid the Principal shall	Contract, or to the work this bond, and waives of the Contract or the terms and conditions automatically increase
This bond may be executed in two parties' duly authorized officers. This bon executed and original power of attorney fo	nd will only be accepted if its a	ccompanied by a fully
Principal	Surety	
Principal Signature Date	, 0	Date
Printed Name:		
Title:	Title:	

City of Marysville

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

PAYMENT BOND to City of Marysville, WA

	Bond No		
The City of Marysville, Was (the "Principal"), a contract for the output Connector, Project No. Principal is required under the term with Title 39.08 Revised Code of Washington	construction 1601, in M ms of that C	of the project designated a arysville, Washington (the Contract to furnish a payme	as <u>Centennial</u> "Contract"), and saic ent bond in accordance
The Principal, and a corporation organized under the business in the State of Washington Acceptable in Federal Bonds" as particular Accounts, U.S. Treasury Dept., are sum of One Million Three Hundre Fifty Eight Cents U.S. Dollars (\$1, herein.	n as surety a published in e jointly and ed Sixteen T	and named in the current lis the Federal Register by th I severally held and firmly t Thousand Three Hundred F	at of "Surety Companies of Audit Staff Bureau of Soound to the City in the Fifty Nine Doallars and
This statutory payment bor heirs, executors, administrators, su RCW Titles 39.08, 39.12, and 60.2 and material suppliers, and all per provisions and supplies for the capenalties incurred on the project; ar shall remain in full force and effect.	iccessors, c 8, including sons who s arrying on c and if such pa	or assigns shall pay all pers all workers, laborers, mec shall supply such contracto of such work; and shall pa	ons in accordance with hanics, subcontractors, or or subcontractor with ny the taxes, fees, and
The Surety for value receivaddition to the terms of the Contract to be performed under the Contract notice of any change, extension of work performed. The Surety agree of the Contract that increase the tot the obligation of the Surety on this bobligation.	t, the specif shall in any time, altera s that modital al amount to	ications accompanying the way, affect its obligation oution, or addition to the term fications and changes to the bepaid the Principal shall	Contract, or to the work n this bond, and waives s of the Contract or the le terms and conditions I automatically increase
This bond may be execute parties' duly authorized officers. T executed and original power of attorion	his bond w	ill only be accepted if its a	accompanied by a fully
Principal		Surety	
Principal Signature Printed Name:	Date	Surety Signature Printed Name:	Date
Title:	nher of loca	I office/agent of Surety is:	

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

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

Select	one:	
	(1) Retained in a fund by the City. It percentage amount under this election	No interest will be earned on the retained n.
	bearing account in a bank, mutual say may not be withdrawn until sixty (60) of must be in accordance with Chapters	g Account. Deposited by the City in an interest- vings bank, or savings and loan association. Funds days after the completion date of the work and 60.28 and 39.12 RCW. Interest on such account curred shall be the responsibility of the Contractor.
		or must complete the attached "Assignment of ained Percentage Holding Account" form.
	bank or trust company by the City. Whescrow, the City will issue a check repto the bank or trust company and the into bonds and securities chosen by the bonds and securities held in escrow.	chosen by Contractor. Placed in escrow with a men the monies reserved are to be placed in presenting the sum of the monies reserved payable Contractor jointly. Such check shall be converted the Contractor and approved by the City and the The Contractor is solely responsible for all costs es, brokerage costs, or both, and assumes all risks the retained percentages in securities.
	If this option is selected, the Contracto "Retainage Escrow Agreement" form.	or must complete two copies of the attached
	will submit a Retainage Bond which m	eu of the City withholding retainage, the Contractor nust be effective until sixty (60) days following the cordance with Chapters 60.28 and 39.12 RCW.
	If this option is selected, the Contracto form.	or must complete the attached "Retainage Bond"
		Contractor
		Contractor's Signature
		Printed Name:
		Title:
		Date:

Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account

The undersigned _		
"Agency" to	leliver its	directed CITY OF MARYSVILLE herein referred to as warrants or checks payable to a contractor jointly herein after the "Bank" and the Contractor jointly
	s shall be deposite	d to Account # as an Escrov
Agency, in writing, author	orizing the release or fe	ubject to withdrawal until the Bank is notified by the of such funds. All interest earned on this account shates incurred as a result of placing the said retained aid by the Contractor.
Contractor		Agency: City of Marysville
Signature:		Signature:
Name:		Name:
Title:		Title:
Address:		Address:
Date:		
Bank		
Signature:		
Name:		
Title:		
Address:		
Phone:		
Date:		



Project	Centennial Trail Connector
Contractor	Trimaxx Construction Inc
Bank	

The Undersigned,City of Marysville, hereinafter referred to as construction contract.	_, hereinafter referred to as the Contractor, and the the City, have entered into a public works
, <u>I</u>	,

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

- 1. *Escrow Agreement*. The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.
- 2. *Check Issuance, Endorsement, and Deposit*. From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.
- 3. *Investment of Funds*. Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank's name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.
- 4. *Eligible Securities*. The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that

allows Bank alone to liquidate the securities as provided for in the Agreement.

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States or its agencies;
- C. Obligations of any corporation wholly owned by the Government of the United States;
- D. Indebtedness of the Federal National Mortgage Association;
- E. Time deposits in commercial banks; and
- F. Mutual funds, pools, or investment trusts, provided the investments of the fund, pool or trust consists solely of securities listed in herein.

Other securities may be deemed Eligible Securities upon the written request of the Contractor and written approval of the City, provided the City has the staff assistance and expertise which will permit it to exercise sound judgment in assessing the security. The City shall consider probable safety, risk to principal, liquidity and any other factor the City deems reasonable to consider. Nothing herein obligates the City to incur any expense or charge to assess the appropriateness of a proposed security. The City has no obligation to consider a proposed security if the City would incur expenses, charges or fees in its assessment of the appropriateness of the security as an investment. If the proposed security has a maturity date, the security must mature on or before the Completion Date. The Contractor expressly acknowledges that any investment in securities involves risks, including, but not limited to, the risks of loss or diminution of principal and failure to realize anticipated or expected appreciation, dividends, interest, or other gain. Contractor expressly waives and releases both City and Bank from any and all liability associated with, or arising out of, these and all market risks.

- 5. Bank Duties and Responsibilities. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.
- 6. *Change of Completion Date*. Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later

Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

- 7. **Return of Funds to City**. At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.
- 8. *Compensation of Bank*. Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.
- 9. **Termination of Escrow By Bank**. Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. **Definitions**

- "Agreement" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.
- "Bank" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.
- "Check" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.
- "City" shall mean the City of Marysville, a municipal corporation of the State of Washington.
- "Completion Date" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

[&]quot;Contractor" shall mean the undersigned contractor.

[&]quot;Escrow Account" shall mean the escrow created by this Agreement.

"Eligible Securities" are those bonds and securities identified in the paragraph 4 above.

"Retainage" shall mean moneys reserved by the City under the provisions of a public improvement contract.

11. Miscellaneous.

- A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.
- B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.
- C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.
 - D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

AGREED AND ACCEPTED this the day of, 20	AGREED AND ACCEPTED this the day of, 20
CONTRACTOR	CITY OF MARYSVILLE
By:	By:
Printed Name: Title:	Jon Nehring, Mayor
Address:	
City: Zip:	ATTEST:
Zip	By:
Tax ID #:	, Deputy City Clerk
AGREED AND ACCEPTED this the day of, 20	APPROVED AS TO FORM:
BANK	By:
	Jon Walker, City Attorney
By:	
Printed name:	
Its:	

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	
	Name
	Work Order # (if applicable)
Contractor	
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

Bank	Name	
	Branch	
	Address/Phone	
	Contact Person/Account Officer	
Escrow Account	Account Name	
	Bank Account #	

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

D - - - I N -

BONG NO	
KNOW ALL MEN BY THESE PRESENTS, that	
surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly as severally held and bound to the City of Marysville, Washington, hereinafter called "City", and a similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.2 in the sum of One Million Three Hundred Sixteen Thousand Three Hundred Fifty Nine Doallar and 58/100's Dollars (\$1,316,359.58), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.	are 28, .rs
THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:	
WHEREAS, on, 20, the Principal executed a contract (the "Contract") with the City known as:	
Project Name: Centennial Trail Connector	
Contract Number: P1601	
And.	

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

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

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

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

- 1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.
- 2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited

City of Marysville

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to, consent to and waiver of any notice with respect to increases in the Contract price by change order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

- 3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.
- 4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.
- 5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.
- 6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

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

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

Principal		Surety	
Principal Signature	Date	Surety Signature	Date
Printed Name:		Printed Name:	
Title:		Title:	
ACCEPTED CITY OF MARYSVILLE		Approved as to Form	
By Jon Nehring, Mayor		By Jon Walker, City Attorney	
Date:		Date:	