

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 25, 2021**

<b>AGENDA ITEM:</b>	
Agreement with WSDOT for SR 529 Roundabout Gateway Sign Treatment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	<i>W for KN</i>
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Agreement and Attachments	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1402	\$63,943
<b>SUMMARY:</b>	

WSDOT will be soliciting a request for proposal soon to select a design-build contractor for the I-5 NB Marine View Drive to SR 529 Corridor and Interchange Improvements project. The project includes plans for a roundabout on SR 529, located south of the Ebey Slough Bridge, where northbound and southbound SR 529 will intersect. The City desires to include a gateway sign at this roundabout. The attached agreement between WSDOT and the City authorizes the improvements to be included in the project and for WSDOT to seek reimbursement from the City to accommodate said improvements. The total estimate for this work and contingency is \$63,943. The City will be responsible for actual cost associated with this work.

**RECOMMENDED ACTION:** Staff recommends that Council authorize the Mayor to sign and execute the enclosed Agreement with WSDOT for the SR 529 roundabout gateway sign treatment.

**PROPOSED MOTION:** I move to authorize the Mayor to sign and execute the agreement.

**GCB 3347**  
**Construction Agreement**  
**I-5 NB Marine View Drive to SR 529 Corridor and**  
**Interchange Improvements Project**  
**City of Marysville's Added Work**

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Marysville, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

**RECITALS**

1. In the I-5 NB Marine View Drive to SR 529 Corridor and Interchange Improvements Project, hereinafter the "Project," WSDOT will construct a new on-ramp from SR 529 onto southbound (SB) I-5, construct a new off-ramp from northbound (NB) I-5 to SR 529, and add a permanent fourth lane, designated for high-occupancy vehicles (HOVs), on NB I-5 from Marine View Drive in Everett to SR 529 in Marysville.
2. WSDOT will construct the Project using the design-build method of project delivery.
3. The City proposes to add work to the Project, hereinafter "City's Added Work," for construction of a gateway sign welcoming drivers to Marysville, which will be located in a new roundabout to be constructed by the Project on the east side of the I-5/SR 529 interchange, as shown in Exhibit A. The City's Added Work includes, but is not limited to, fabrication of the gateway sign and building a foundation for the sign, as shown in Exhibit B.
4. The City will provide WSDOT with the plans for the City's Added Work and WSDOT will provide the associated technical requirements, together hereinafter the "City's Plans and Requirements."
5. The City is funding one hundred percent (100%) of the construction cost of the City's Added Work in a total amount estimated to be Sixty Two Thousand Eight Hundred Thirty Three Dollars (\$62,833), as shown in Exhibit B.
6. WSDOT and the City wish to define the responsibilities of each Party in regard to the City's Added Work.
7. WSDOT and the City will enter into a separate agreement, GMB 1176, to address the maintenance of certain facilities, including the gateway sign constructed as the City's Added Work.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. PROJECT CONTRACT**

1.1 WSDOT shall include the City’s Plans and Requirements for the City’s Added Work as part of WSDOT’s Request for Proposal, hereinafter “RFP,” for the Project. The RFP and any addenda shall be incorporated into the executed Project contract, hereinafter the “Contract.” The Contract and any addenda are by this reference made a part of this Agreement as if fully attached and incorporated herein.

1.2 All references in this Agreement to “contractor” apply to the design-build contractor that shall enter into the Contract with WSDOT for the final design and construction of the Project.

**1.3 Project Managers**

1.3.1 The Parties designate the following Project Managers for this Agreement:

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
Jeff Laycock, P.E. City Engineer City of Marysville 1049 State Avenue Marysville, WA 98270 360.363.8274 <a href="mailto:jlaycock@marysvillewa.gov">jlaycock@marysvillewa.gov</a>	Shawn Neil Wendt, P.E. Project Engineer Washington State Dept. of Transportation 9029 El Capitan Way Everett, WA 98208 425.225.8726 <a href="mailto:WendtS@wsdot.wa.gov">WendtS@wsdot.wa.gov</a>

1.3.2 A Party may designate an alternative Project Manager by notifying the other Party in writing, which includes communication by email.

**2. WSDOT RESPONSIBILITIES**

2.1 WSDOT, on behalf of the City, agrees to perform WSDOT Construction Management of the City’s Added Work, which includes:

2.1.1 WSDOT shall conduct the advertising and award of the Contract and shall manage the Contract in accordance with its terms, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.

2.1.2 WSDOT shall provide all necessary services and tools for administering the Contract, and shall ensure that the City's Added Work is constructed in accordance with the Contract and the terms of this Agreement.

2.2 WSDOT shall maintain construction documentation in accordance with provisions of the Washington State Department of Transportation *Construction Manual M 41-01*, current edition, and amendments thereto, hereinafter "*Construction Manual M 41-01.*"

2.3 WSDOT shall coordinate with the City to determine the need for, and frequency of, meetings concerning the City's Added Work.

### **3. CITY RESPONSIBILITIES**

3.1 The City shall be responsible for all costs of the City's Added Work. The City further agrees that WSDOT shall have no liability or responsibility for payment of any or all contractor and/or subcontractor costs for the City's Added Work, including materials costs, required and elective change orders, and costs associated with contractor claims and/or delays attributable to failure of performance by the City.

3.2 The City may inspect the City's Added Work at the City's sole expense. The City's Project Manager shall be allowed to freely consult with and inquire of WSDOT's Project Manager, and attend all meetings and have access to all documentation as to matters concerning the City's Added Work. The City agrees not to provide direction to the contractor. All formal contact between the City's Project Manager and the contractor shall be through WSDOT's Project Manager or designee. Any City monitoring and/or inspection of the City's Added Work shall not relieve WSDOT of its duty and responsibility to perform WSDOT Construction Management.

3.3 The City shall review all applications for City permits made by WSDOT and/or the contractor in an expedited manner as needed to ensure timely Project delivery of the City's Added Work.

### **4. DESIGN REVIEW AND APPROVAL**

4.1 WSDOT shall require the contractor to procure and install the City's Added Work (Gateway Sign) in accordance with the Released For Construction Submittal issued pursuant to Section 4.2.3 below.

- 4.2 WSDOT shall provide the City with submittals from the contractor for each design element of the City's Added Work, as stated in Sections 4.2.1, 4.2.2 and 4.2.3.
- 4.2.1 Initial Design Submittal. Based upon the design provided by the City, the Initial Design Submittal by the contractor shall make proposed resolutions of any identified substantive flaws and conflicts in preliminary design prior to proceeding to final design. A "substantive flaw" is a flaw likely to have a significant negative impact on the structure, function, safety and/or appearance of the City's Added Work.
- 4.2.2 Final Design Submittal. When the design for a given element or area is near 100% complete, the Final Design Submittal by the contractor shall address the City's comments on the Initial Design Submittal and shall include plan sheets and specifications necessary to construct the City's Added Work.
- 4.2.3 Released For Construction (RFC) Submittal. Comments from the City on the Final Design Submittal shall be resolved to the City's satisfaction, prior to issuance of the RFC plans for the City's Added Work. The RFC Submittal shall include all specifications and special provisions necessary to construct the City's Added Work as represented in the submittal.
- 4.3 Design Review Process. There shall be a twelve (12) working day period for the City to review each submittal in Section 4.2, with a right to extend the review by up to seven (7) working days if notice is given to WSDOT within the 12 working day review period. Review comments shall be submitted in a manner and form as mutually agreed by WSDOT and the City.
- 4.4 Changes to RFC Submittal. WSDOT shall attempt to avoid the need for plan changes after RFC approval. In the event such changes occur, the City shall undertake any additional review in as expedited a manner as practicable. WSDOT and the contractor shall coordinate and obtain written concurrence from the City prior to implementing revisions or deviations from the RFC plans.

## **5. CHANGE ORDERS - CONTRACT CHANGES**

- 5.1 The City authorizes WSDOT to initiate, document, and perform negotiations with the contractor, provide approval recommendations and to execute all change orders for the City's Added Work in compliance with Section 5 of this Agreement. WSDOT shall prepare change orders with supporting documentation and data in accordance with the Contract. WSDOT's Project Manager shall prepare all change orders to the City's Added Work with written concurrence of the City's Project Manager. WSDOT shall notify the City of errors or omissions in the Contract concerning the City's Added Work as soon as reasonably practical.

- 5.2 Change orders for the City's Added Work are defined in accordance with the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, current edition, and amendments thereto, hereinafter "*Standard Specifications M 41-10*."
- 5.3 Change order process and execution shall be in accordance with the Contract and with Chapter 1 of *Construction Manual M 41-01*, unless otherwise provided herein.
- 5.4 The City shall review and provide written approval or rejection to WSDOT of all proposed change orders for the City's Added Work. The City's written approval or rejection may be in the form of an email.
- 5.5 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the City's approval of the change order for the City's Added Work. For any change order that is required as a result of emergency or other cause beyond the reasonable control of either Party, the City shall be responsible for the cost of the change order.
- 5.6 Required change orders to the City's Added Work are change orders to the Contract that involve: a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the City's Added Work, and/or b) mitigating an emergency or safety threat to the traveling public. All other change orders shall be considered elective.
- 5.7 At the City's sole expense, the City may request additions or modifications to the Contract (elective change orders) through WSDOT. WSDOT shall comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, City's Added Work permits, state and/or federal law and applicable rules and/or regulations and/or design policies. WSDOT shall review and approve all change orders requested by the City, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the City's Added Work or quality of the improvements depicted in the Contract or is inconsistent with the terms of the Contract. WSDOT shall issue a written approval or objection to the change order within ten (10) working days of receipt of the change order. If WSDOT does not issue a written notice of approval or objection to the change order within the ten (10) working day review period, then the change order shall be deemed to be approved by WSDOT. In the event of an objection the City and WSDOT shall meet within five (5) working days to resolve such objection in a manner mutually acceptable to the Parties.

5.8 The City and WSDOT shall make every effort to expedite each approval and the Parties understand that any delays associated with the City's and/or WSDOT's approval of a change order may cause increases in the City's Added Work cost, as well as increases in the cost of WSDOT Construction Management. Each Party shall be responsible for any additional costs attributable to that Party's delay in the change order process.

## **6. PAYMENT**

6.1 The total cost estimate for construction of the City's Added Work is \$62,833, as shown in Exhibit B. However, the City shall reimburse WSDOT for one hundred percent (100%) of the actual direct labor and direct non-labor costs of construction of the City's Added Work.

6.2 WSDOT shall send the City an invoice for the total construction cost of the City's Added Work within thirty (30) calendar days of completion of the construction of the City's Added Work. The City agrees to pay WSDOT the total construction cost in a lump sum within thirty (30) calendar days after receipt of WSDOT's invoice.

6.3 The City warrants that it has set aside sufficient funds to fund this Agreement in its entirety, including the amount for a contingency as provided in Section 7.

## **7. CONTINGENCY**

7.1 At the time the City pays WSDOT a lump sum amount (\$62,833) for the City's Added Work pursuant to Section 6 of this Agreement, WSDOT's indirect cost rate, currently 13.23%, is expected to be a higher rate, estimated as 15.23%. The City agrees to a contingency of One Thousand One Hundred Ten Dollars (\$1,110), which is two (2) percent of Fifty Five Thousand Four Hundred Ninety Two Dollars (\$55,492), as shown in Exhibit B. WSDOT shall invoice the City for the actual indirect cost rate at the time that construction of the City's Added Work is complete and the City shall pay WSDOT within thirty (30) days of receipt of the invoice, for a maximum payment of Sixty Three Thousand Nine Hundred Forty Three Dollars (\$63,943, which is \$62,833 lump sum plus \$1,110 contingency).

7.2 In the event of a cost increase exceeding the contingency, the Parties may negotiate a written Amendment to this Agreement pursuant to Section 14.1 to address said increase.

## **8. AGREEMENT MANAGERS**

8.1 For all communications regarding this Agreement the Parties designate the following representatives:

City of Marysville	Washington State Department of Transportation
Jeff Laycock City Engineer City of Marysville 1049 State Avenue Marysville, WA 98270 360.363.8274 <a href="mailto:jlaycock@marysvillewa.gov">jlaycock@marysvillewa.gov</a>	Ed Kane, P.E. Engineering Manager Washington State Dept. of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 206.440.4771 <a href="mailto:KaneEd@wsdot.wa.gov">KaneEd@wsdot.wa.gov</a>

8.2 A Party may designate an alternative representative by notifying the other Party in writing, which includes communication by email.

**9. RIGHT OF ENTRY**

9.1 WSDOT hereby gives the City and its authorized agents and employees a right of entry upon WSDOT I-5 right of way and SR 529 right of way for purposes of fulfilling the City’s responsibilities under this Agreement, subject to prior written approval from the WSDOT Project Manager, which includes communication by email.

**10. INSPECTION AND ACCEPTANCE**

10.1 Upon satisfactory completion of the City’s Added Work by the contractor and receipt of a notice of physical completion of the City’s Added Work, WSDOT shall notify the City. Prior to acceptance of the contractor’s completion of the City’s Added Work, WSDOT and the City shall conduct a joint final inspection of the City’s Added Work. WSDOT agrees to document the outcome of the final inspection in writing to the City. If the City concurs that the City’s Added Work has been completed according to the Contract and any approved change orders, the City shall deliver a letter of acceptance to WSDOT’s Project Manager that shall include a release of WSDOT from all future claims and demands by the City associated with the City’s Added Work, except those, if any, resulting from the negligent performance of WSDOT Construction Management under this Agreement.

10.2 If a letter of the City’s acceptance of the City’s Added Work is not received by WSDOT within sixty (60) calendar days following the City’s receipt of the notice of physical completion of the City’s Added Work, the City’s Added Work and WSDOT Construction Management shall be considered accepted by the City and WSDOT shall be released from all future claims or demands, except from those, if any, resulting



from the negligent performance of WSDOT Construction Management under this Agreement.

- 10.3 The City may withhold its acceptance of the City's Added Work and/or WSDOT Construction Management by submitting written notification to WSDOT within sixty (60) calendar days following the City's receipt of the notice of physical completion of the City's Added Work. The City's notification shall include its reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in the City's notification. Upon resolution of the outstanding issues, the City shall promptly deliver its letter of acceptance to WSDOT.

## **11. CLAIMS**

- 11.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the City's Added Work, WSDOT shall immediately notify the City of such claim. WSDOT shall provide a written recommendation to the City regarding resolution of the contractor claim. The Parties shall cooperate and coordinate regarding WSDOT's management of the contractor claim. The City shall cooperate with WSDOT's defense of the claim. Except as otherwise provided under this Agreement, the City shall reimburse WSDOT costs incurred in WSDOT's defense of the claim, including reasonable attorney's fees and shall be responsible for all additional payments to the contractor.
- 11.2 Third Party Claims for Damages Post City's Added Work Acceptance: After the City's Added Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the City's Added Work located on City or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense, subject always to the terms and conditions of Section 14.4 herein. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

## **12. DAMAGE TO THE CITY'S ADDED WORK DURING CONSTRUCTION**

- 12.1 The City authorizes WSDOT to direct the contractor to repair damages caused by a third party to the City's Added Work during construction. For purposes of Section 11 a third party is neither WSDOT nor the contractor.

- 12.2 The City agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.
- 12.3 WSDOT shall document said third party damage by required change order and cooperate with the City in identifying, if possible, the third party. WSDOT shall also separately document and invoice the City for WSDOT's costs associated with third party damage.

**13. TERMINATION**

- 13.1 This Agreement shall be terminated upon (a) completion of WSDOT Construction Management under this Agreement, (b) final inspection and acceptance of the contractor's work by the City and WSDOT pursuant to Section 10, (c) final payment for WSDOT Construction Management, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.
- 13.2 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.
- 13.3 If any of the funding allocated for the City's Added Work is withdrawn after the execution of this Agreement, the City may, at its sole discretion, a) give written notice to WSDOT that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to WSDOT that the City's participation in the Project shall terminate. If the City gives WSDOT a written notice of termination pursuant to this Section 13.3 then this Agreement shall terminate ten (10) calendar days from the day WSDOT receives the notice or upon final payment for Project work undertaken *prior* to WSDOT's receipt of the City's notice of termination, whichever is later.
- 13.4 If any of the funding allocated for the Project is withdrawn after execution of this Agreement, WSDOT may, at its sole discretion, a) give written notice to the City that the City's Added Work shall continue within a narrowed Scope of Work approved by both Parties, or b) give written notice to the City that the City's Added Work participation in the Project shall terminate. If WSDOT gives the City a written notice of termination pursuant to this Section 13.4 then this Agreement shall terminate ten (10) calendar days from the day the City receives the notice or upon final payment for Project work undertaken *prior* to the City's receipt of WSDOT's notice of termination, whichever is later.
- 13.5 Except as otherwise provided herein, a termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**14. GENERAL PROVISIONS**

- 14.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 14.2 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date of the execution of this Agreement.
- 14.3 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of a Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 14.4 Indemnification and Waiver: Unless a claim falls within the provisions of Section 11.2, each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, contractors, subcontractors, consultants, and/or authorized agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the termination of this Agreement.
- 14.5 Disputes: The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 14.5.1 through 14.5.4 shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- 14.5.1 The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to, this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- 14.5.2 A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 14.5.4. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 14.5.3 In the event the Representatives cannot resolve the dispute or issue, the City's Mayor, and WSDOT's Northwest Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 14.5.4 In the event the City's Mayor and WSDOT's Northwest Region Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a dispute board. These two members shall then select a third member not affiliated with either Party. The three member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the dispute board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.
- 14.6 Venue: 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 any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 14.7 Audits/Records: All records for work authorized by this Agreement shall be held and kept available for inspection and audit by WSDOT, the City, and the Federal government for a period of six (6) years from the date of termination of this Agreement or date of any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records during normal business hours and as often as it deems necessary. Should a Party require copies of any records from the other Party, the requesting Party agrees to pay the reasonable costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records

and accounts until such litigation, appeal or claims are finally resolved. The provisions of this section shall survive the termination of this Agreement.

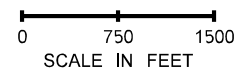
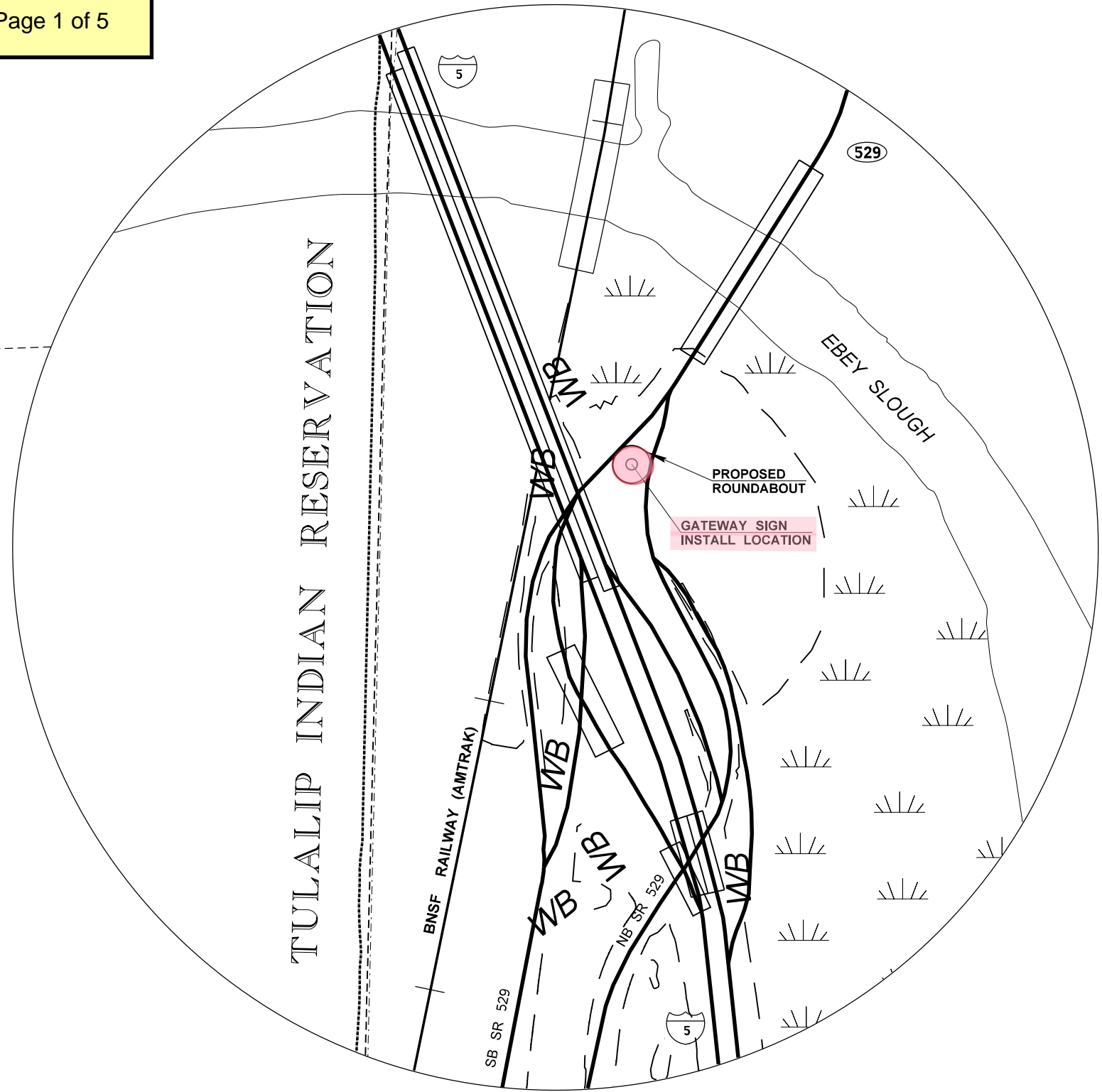
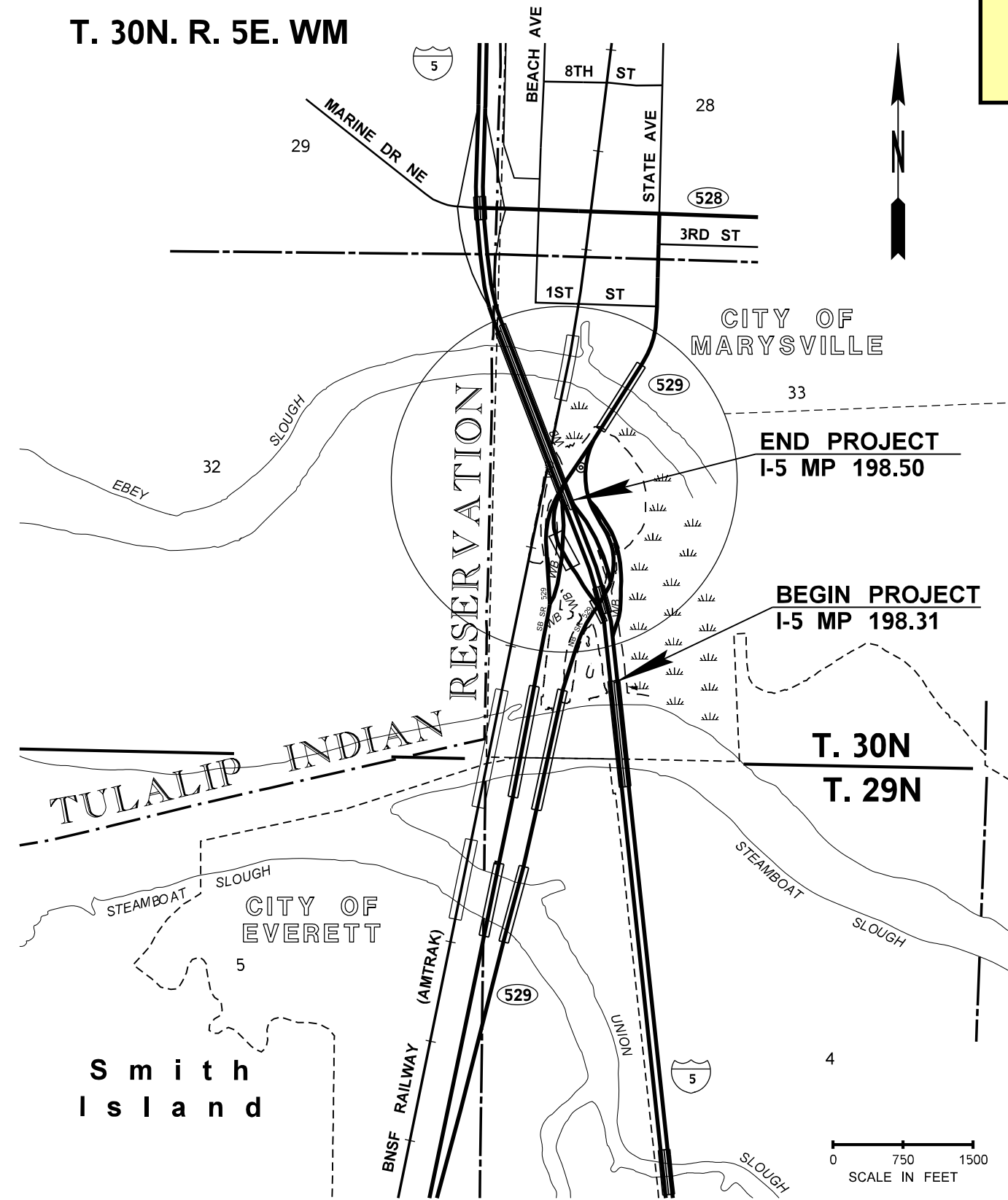
- 14.8 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 14.9 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.
- 14.10 Working Day: Working day means any day other than Saturday, Sunday, or a legal local, state, or federal holiday.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>City of Marysville</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Jon Nehring Mayor	Amir Rasaie Assistant Regional Administrator Project Development – Northwest Region
<b>Approved as to Form City of Marysville</b>	<b>Approved as to Form Washington State Department of Transportation</b>
<u>Sign and Date:</u>	<u>Sign and Date:</u>
Jon Walker City Attorney	Guy M. Bowman Assistant Attorney General

T. 30N. R. 5E. WM

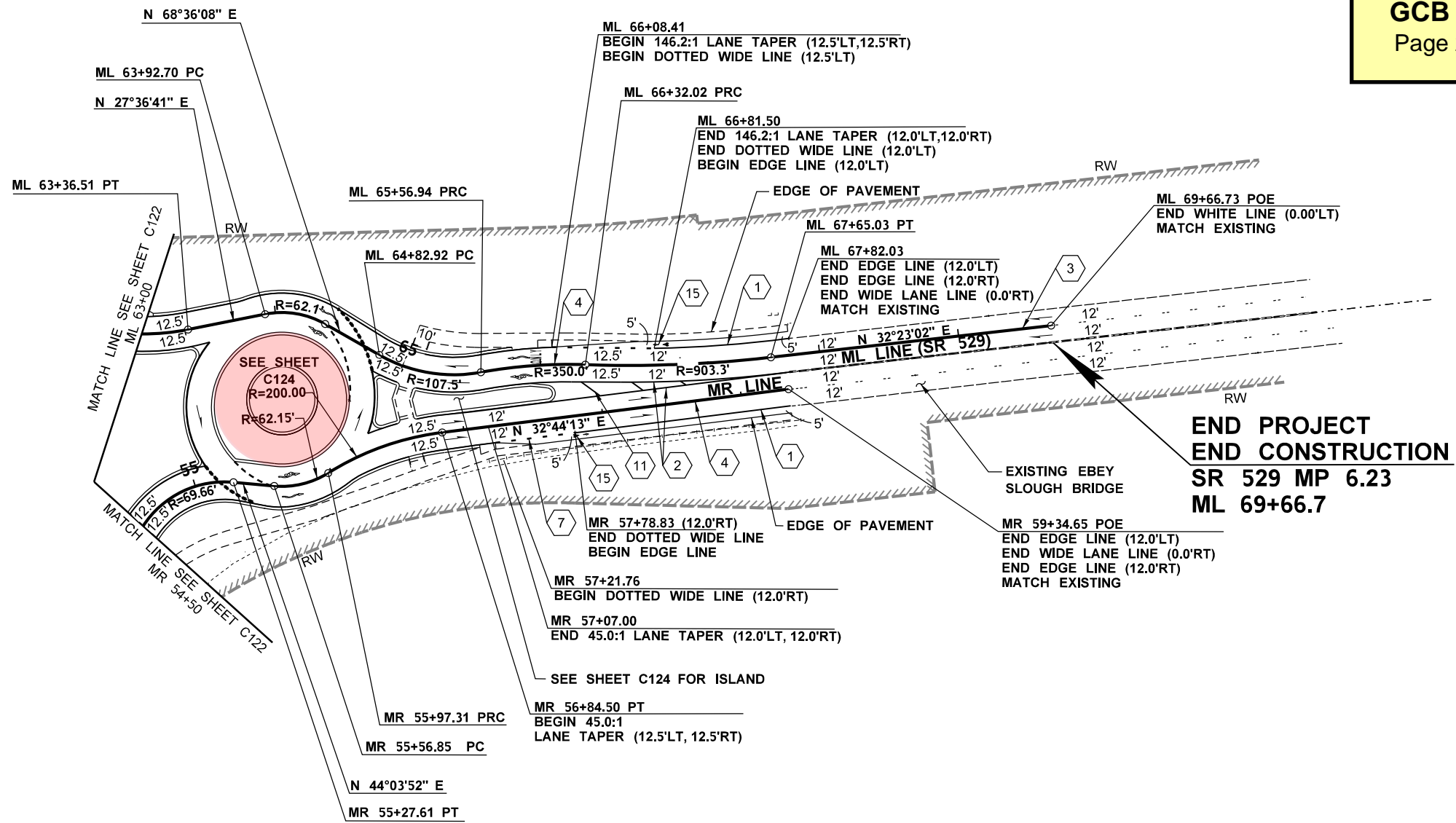
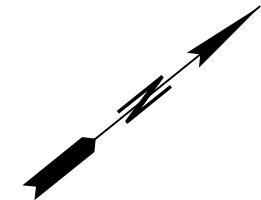
**Exhibit A**  
**GCB 3347**  
 Page 1 of 5



FILE NAME: H:\XL5468 - I-5 MVD to SR 528 PSL & ICIVicinity Map\XL5468_PS_VM.dgn		REGION NO. STATE		FED.AID PROJ.NO.				I-5		Plot 1	
TIME: 3:16:54 PM	DATE: 10/30/2020	10	WASH					NB MARINE VIEW DR TO SR 529		PLAN REF NO	
DESIGNED BY: G.J. KHO	ENTERED BY: G.J. KHO	JOB NUMBER				Washington State Department of Transportation		CORRIDOR & INTERCHANGE IMPROVEMENTS		VM1	
CHECKED BY: H.T. HUYNH	PROJ. ENGR.: K. NDILE	20A804						VICINITY MAP		SHEET 1 OF 1 SHEETS	
REGIONAL ADM.: M. COTTEN	REVISION	DATE	BY	9551	LOCATION NO.	Item 10 - 14	DATE	P.E. STAMP BOX	DATE	P.E. STAMP BOX	

# SECT. 33, T. 30N. R. 5E. W.M.

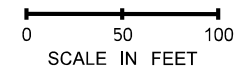
**Exhibit A**  
**GCB 3347**  
Page 2 of 5



LEGEND	
	EXISTING TRAFFIC BARRIER
	NEW TRAFFIC BARRIER
	NEW WALL
	EXISTING GUARDRAIL
	NEW GUARDRAIL
	NEW LIMITED ACCESS
	EXISTING LIMITED ACCESS
	EXISTING LANE LINE
	EXISTING EDGE LINE
	EXISTING RUMBLE STRIP
	NEW RUMBLE STRIP

LEGEND	
	1 WHITE EDGE LINE
	2 YELLOW EDGE LINE
	3 WHITE LANE LINE
	4 WHITE WIDE LANE LINE
	5 CONCRETE BARRIER
	6 STOP LINE
	7 WIDE DOTTED LANE LINE
	8 DOUBLE CENTERLINE YELLOW
	9 GORE AREA MARKING
	11 YELLOW CROSSHATCH MARKING
	12 WIDE DOTTED ENTRY LINE
	14 ONLY SYMBOL
	15 BIKE SYMBOL ARROW
	16 TRAFFIC ARROW TYPE T
	17 TRAFFIC ARROW TYPE LTC
	19 ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER
	20 ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB TYPE 3

	21 WIDE DOTTED CIRCULATING LINE
	22 RUMBLE STRIP
	23 ROUNDABOUT TRUCK APRON CEMENT CURB AND GUTTER



**WSDOT NORTHWEST REGION**  
**APPROVED CHANNELIZATION PLAN**

TRAFFIC ENGINEER - AREA OPERATIONS  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

ENGINEERING MANAGER  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

CURVE DATA						
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH	S	DESIGN SPEED
MR 54+90.44	72°48'59" RT	69.66'	51.37'	88.53'	2%	15 MPH
MR 55+77.82	37°18'17" LT	62.15'	20.98'	40.47'	2%	15 MPH
MR 56+41.61	24°58'39" RT	200.00'	44.30'	87.19'	2%	15 MPH
ML 64+15.93	40°59'27" RT	62.15'	23.23'	44.46'	2%	15 MPH
ML 65+20.96	40°04'24" LT	107.50'	39.20'	75.19'	2%	15 MPH
ML 65+94.63	12°17'29" RT	350.00'	37.69'	75.08'	2%	15 MPH
ML 66+98.65	8°26'11" LT	903.30'	66.62'	133.00'	2%	15 MPH

H-D-PAK-GEN-TR2-11-00220-04-ASB

FILE NAME	c:\cadd\lb\pwp\westcoast\mfreas\id0129767\XL225177_PS_C123.DGN		
TIME	7:34:18 AM		
DATE	12/26/2019		
PLOTTED BY	MFreas		
DESIGNED BY	A. ZIEGLER		
ENTERED BY	L. JOHNSON		
CHECKED BY	M. FREAS		
PROJ. ENGR.	D. SIMS		
REGIONAL ADM.	M. COTTEN		
REVISION	DATE	BY	XXXXXX



DATE 10 - 15

GEOMETRICS APPROVED WITHIN STATE HIGHWAY RIGHT OF WAY ONLY



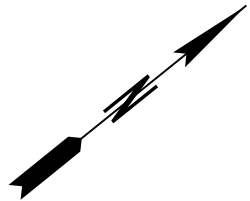
I-5 NB I-5 SB SR529	MP 194.47 TO 198.55 MP 197.91 TO 198.39 MP 5.61 TO 6.23	PLAN REF NO <b>C123</b>
<b>I-5</b>		
<b>NB MARINE VIEW DR TO SR 529</b>		
<b>CORRIDOR &amp; INTERCHANGE IMPROVEMENTS</b>		
SNOHOMISH COUNTY		
DECEMBER 2019		
<b>CHANNELIZATION PLAN</b>		
		SHEET <b>24</b> OF <b>27</b> SHEETS

**DRAFT 3**

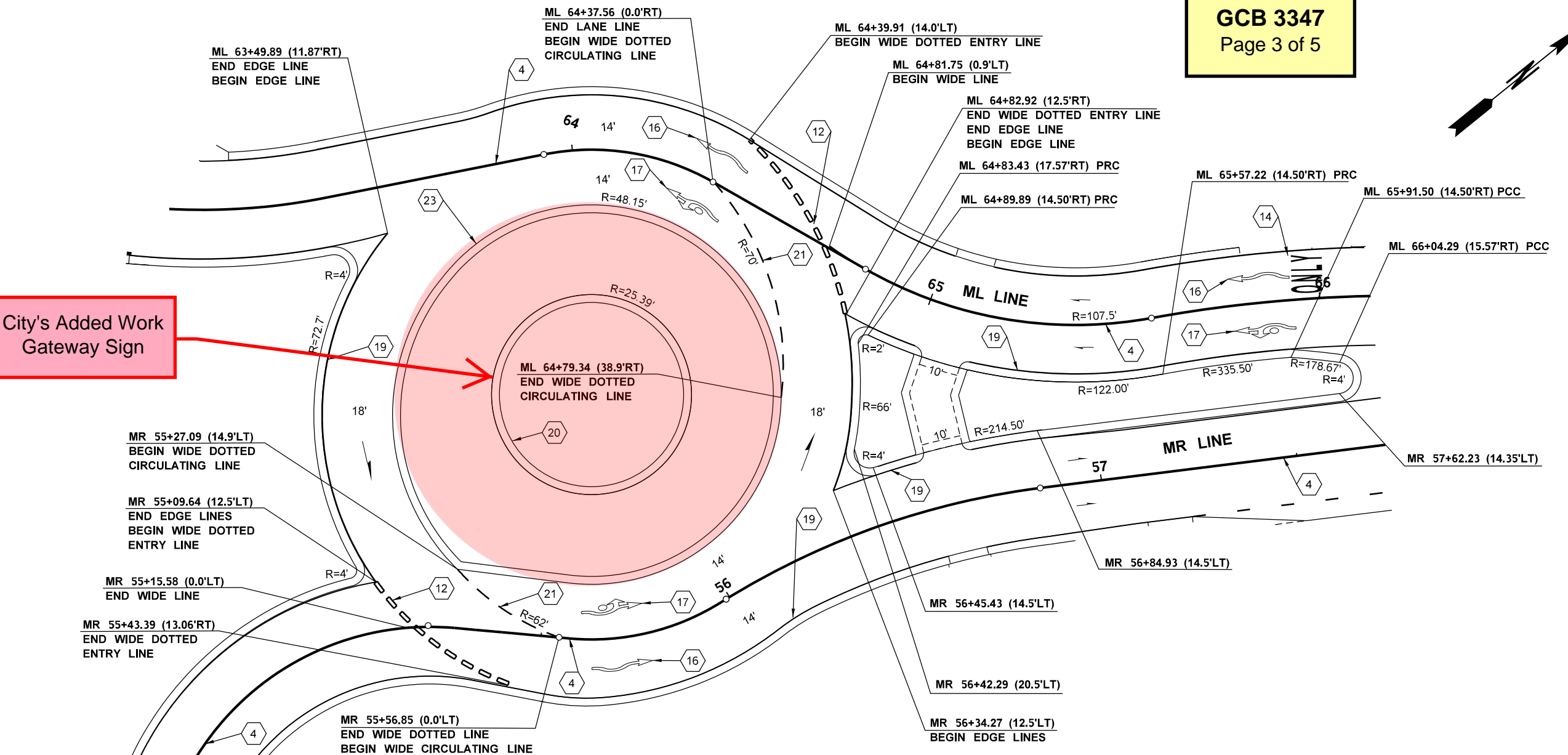


# SECT. 33, T. 30N. R. 5E. W.M.

**Exhibit A**  
**GCB 3347**  
Page 3 of 5



City's Added Work  
Gateway Sign

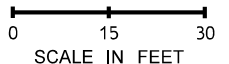


**WSDOT NORTHWEST REGION**  
**APPROVED CHANNELIZATION PLAN**

TRAFFIC ENGINEER - AREA OPERATIONS  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_  
ENGINEERING MANAGER  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT \_\_\_\_\_

LEGEND	
	EXISTING TRAFFIC BARRIER
	NEW TRAFFIC BARRIER
	NEW WALL
	EXISTING GUARDRAIL
	NEW GUARDRAIL
	NEW LIMITED ACCESS
	EXISTING LIMITED ACCESS
	EXISTING LANE LINE
	EXISTING EDGE LINE
	EXISTING RUMBLE STRIP
	NEW RUMBLE STRIP

LEGEND	
	1 WHITE EDGE LINE
	2 YELLOW EDGE LINE
	3 WHITE LANE LINE
	4 WHITE WIDE LANE LINE
	5 CONCRETE BARRIER
	6 STOP LINE
	7 WIDE DOTTED LANE LINE
	8 DOUBLE CENTERLINE YELLOW
	9 GORE AREA MARKING
	11 YELLOW CROSSHATCH MARKING
	12 WIDE DOTTED ENTRY LINE
	14 ONLY SYMBOL
	15 BIKE SYMBOL ARROW
	16 TRAFFIC ARROW TYPE T
	17 TRAFFIC ARROW TYPE LTC
	19 ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER
	20 ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB TYPE 3
	21 WIDE DOTTED CIRCULATING LINE
	22 RUMBLE STRIP
	23 ROUNDABOUT TRUCK APRON CEMENT CURB AND GUTTER



H-D-PAK-GEN-TR2.II-00220-04-ASB

FILE NAME	c:\cadd\lb\pwp\westcoast\mfreas\id0129767\XL225177_PS_C124.DGN		
TIME	7:34:26 AM		
DATE	12/26/2019		
PLOTTED BY	MFreas		
DESIGNED BY	A. ZIEGLER		
ENTERED BY	L. JOHNSON		
CHECKED BY	M. FREAS		
PROJ. ENGR.	D. SIMS		
REGIONAL ADM.	M. COTTEN		
REVISION	DATE	BY	XXXXXX

PRELIMINARY NOT FOR CONSTRUCTION

DATE 10 - 16

P.E. STAMP BOX GEOMETRICS APPROVED WITHIN STATE HIGHWAY RIGHT OF WAY ONLY



I-5  
NB MARINE VIEW DR TO SR 529  
CORRIDOR & INTERCHANGE IMPROVEMENTS  
SNOHOMISH COUNTY

MP 194.47 TO 198.55  
MP 197.91 TO 198.39  
MP 5.61 TO 6.23

DECEMBER 2019

PLAN REF NO  
**C124**

SHEET  
25  
OF  
27  
SHEETS

CHANNELIZATION PLAN

**DRAFT 3**



# ROUNDBABOUT MONUMENT IDENTIFICATION

SCALE: 1/2" = 1'-0"

**Exhibit A**  
**GCB 3347**  
Page 4 of 5



51 University Street | Suite 600  
Seattle, WA 98101  
206/461-6000  
dlrgroup.com

**PROJECT**

Marysville Civic Center  
Marysville, WA

**PROJECT NUMBER**

73-18138-02

**PHASE**

Design Intent  
12 17 20

All artwork is for design intent only. Artwork should not be used for production. All dimensions and locations are to be field verified.

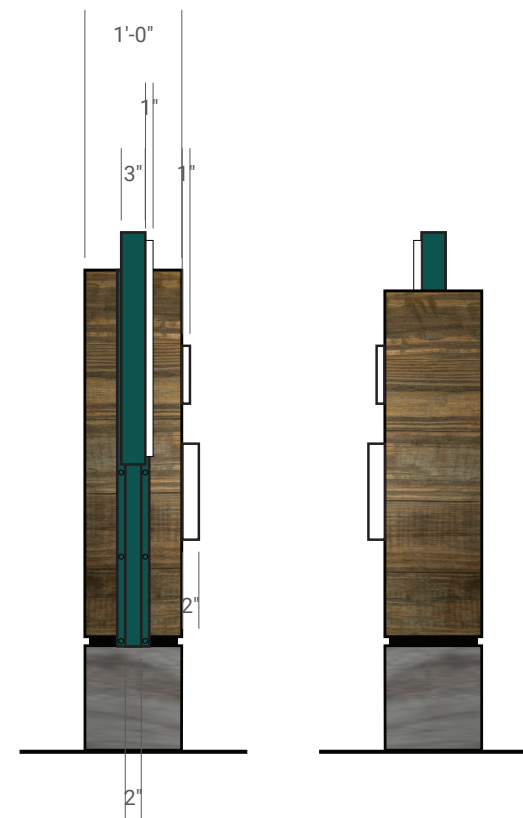
**DRAWING NOTES:**



PLAN VIEW



ELEVATION VIEW



SIDE VIEW  
LEFT PROFILE

SIDE VIEW  
RIGHT PROFILE

# ROUNDBOUT MONUMENT IDENTIFICATION

SCALE: 1/2" = 1'-0"

**Exhibit A**  
**GCB 3347**  
Page 5 of 5



51 University Street | Suite 600  
Seattle, WA 98101  
206/461-6000  
dlrgroup.com

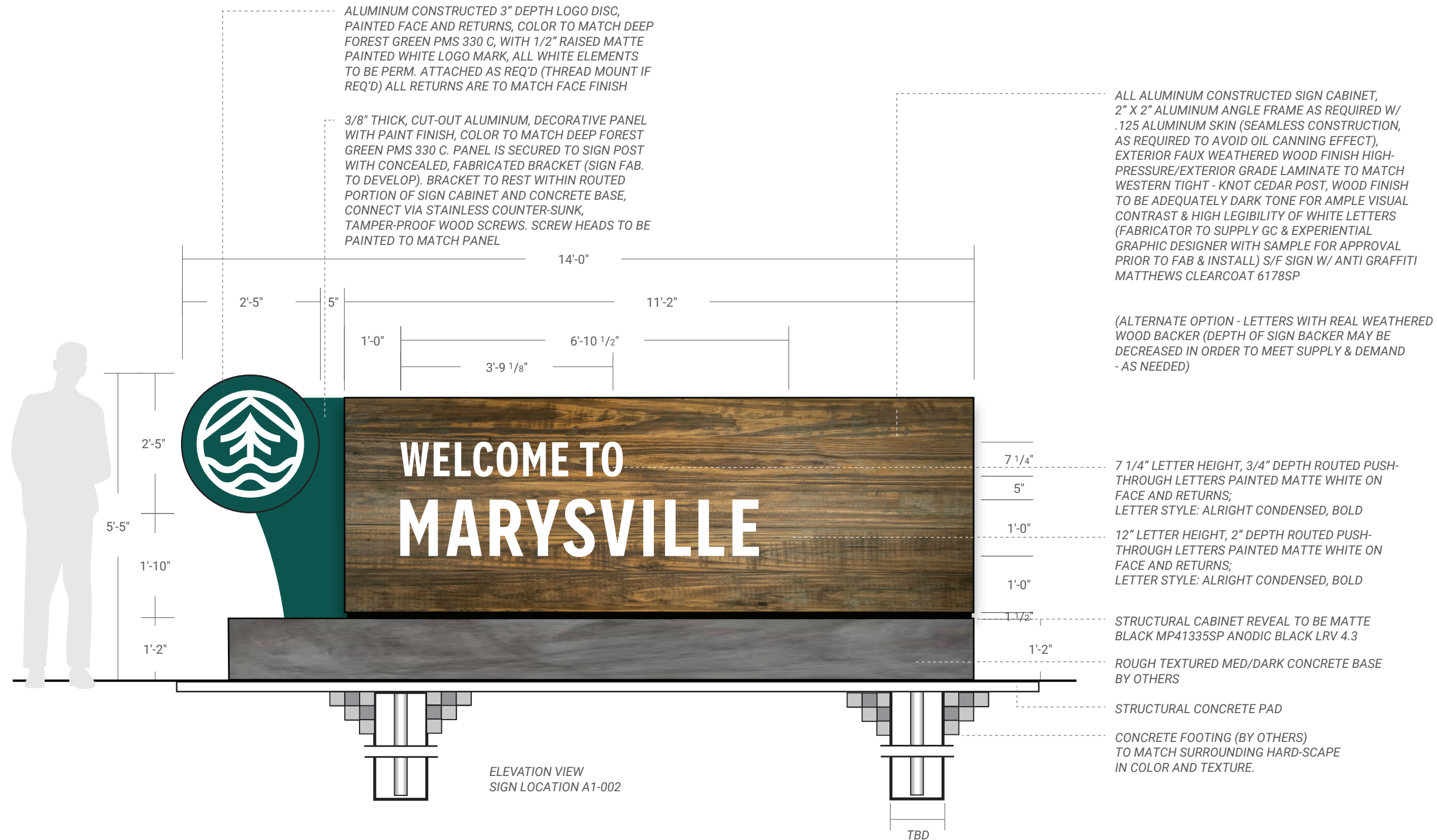
**PROJECT**  
Marysville Civic Center  
Marysville, WA

**PROJECT NUMBER**  
73-18138-02

**PHASE**  
Design Intent  
12 17 20

All artwork is for design intent only. Artwork should not be used for production. All dimensions and locations are to be field verified.

**DRAWING NOTES:**



STD ITEM	BID ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL ITEM COST
0001	MOBILIZATION (10%)	LS	\$1.00	\$3,681
6956	SEQUENTIAL ARROW SIGN	HR	\$6.00	\$216
6973	OTHER TEMPORARY TRAFFIC CONTROL	LS	\$1.00	\$3,010
6992	OTHER TRAFFIC CONTROL LABOR	HR	\$75.00	\$2,700
6974	TRAFFIC CONTROL SUPERVISOR	LS	\$1.00	\$2,880
NSTD	SIGN FOUNDATION	EST	\$1.00	\$8,000
NSTD	SIGN FABRICATION	EST	\$1.00	\$20,000
<b>SUBTOTAL</b>				<b>\$40,487</b>
<b>DESCRIPTION</b>			<b>PERCENT</b>	<b>COST</b>
DB ENGINEERING			10.0%	\$4,049
SUBTOTAL INCLUDING DB ENGINEERING				\$44,535
SALES TAX			9.30%	\$4,142
SUBTOTAL INCLUDING DB ENGINEERING AND SALES TAX				\$48,677
CONTINGENCIES			4.0%	\$1,947
CONSTRUCTION ENGINEERING			10.0%	\$4,868
SUBTOTAL INCLUDING CONTINGENCIES AND CONSTRUCTION ENGINEERING				\$55,492
INDIRECT COST RATE			13.23%	\$7,342
<b>TOTAL</b>				<b>\$62,833</b>

<b>ASSUMPTIONS</b>
<p>1) Assume Mobilization is 10% of subtotal</p> <p>2) Two traffic control laborers and one traffic control supervisor</p> <p>3) Assume it takes 13 hours to install sign</p> <p>4) Close left lane at proposed roundabout on NB and SB SR 529</p> <p>5) Use traffic safety drums</p> <p>6) Use signs shown in traffic control estimate sheet</p> <p>7) Assume work to be done in two night shifts (Friday night to Saturday morning and Saturday night to Sunday morning)</p> <p>8) NB and SB SR 529 lane closure can be done during 9 PM to 6 AM for Friday to Saturday (9 hours total possible)</p> <p>9) NB and SB SR 529 lane closure can be done during 9 PM to 8 AM for Saturday to Sunday (11 hours total possible)</p> <p>10) Assume 1 hour to close lane and 1 hour to reopen the lane</p> <p>11) Assume 9 hour work days for each of the two nights. This will allow 7 hours for sign installation work per night due to 2 hours being lost for lane closure and lane reopening. This totals to 18 hours of work and 14 hours for sign installation work. The 18 hours of work is the amount of hours the traffic control laborers and supervisor are paid for. The 14 hours of sign installation gives an extra hour for allowance, since it is assumed the sign will take 13 hours to install (see assumption 2).</p>