


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 22, 2021

AGENDA ITEM:	
Contract Award – 8 th Street Improvements	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map, Public Works Contract	
BUDGET CODE:	AMOUNT:
30500030.563000, TB101	\$753,401.55
SUMMARY:	

The 8th Street Improvements project includes a full asphalt overlay of 8th Street from State Avenue to Ash Avenue, traffic signal modifications at 8th/State to provide dedicated left turns in the east and westbound direction, curb extensions and conversion to an all-way stop at the intersection of 8th/Cedar, installation of “pork chop” islands at the intersections of 5th/State and 7th/State, and miscellaneous utility, sidewalk and roadway striping modifications. These improvements are required to mitigate the traffic impacts from the civic campus project.

The project was advertised for a November 10, 2021 bid opening. The City received 9 bids as shown on the attached bid tabulation. The low bidder was SRV Construction, Inc., with a bid of \$684,910.50. The engineer’s estimate is \$739,767.00. References have been checked and found to be satisfactory.

Contract Bid:	\$684,910.50
<u>Management Reserve:</u>	<u>\$68,491.05</u>
Total:	\$753,401.55

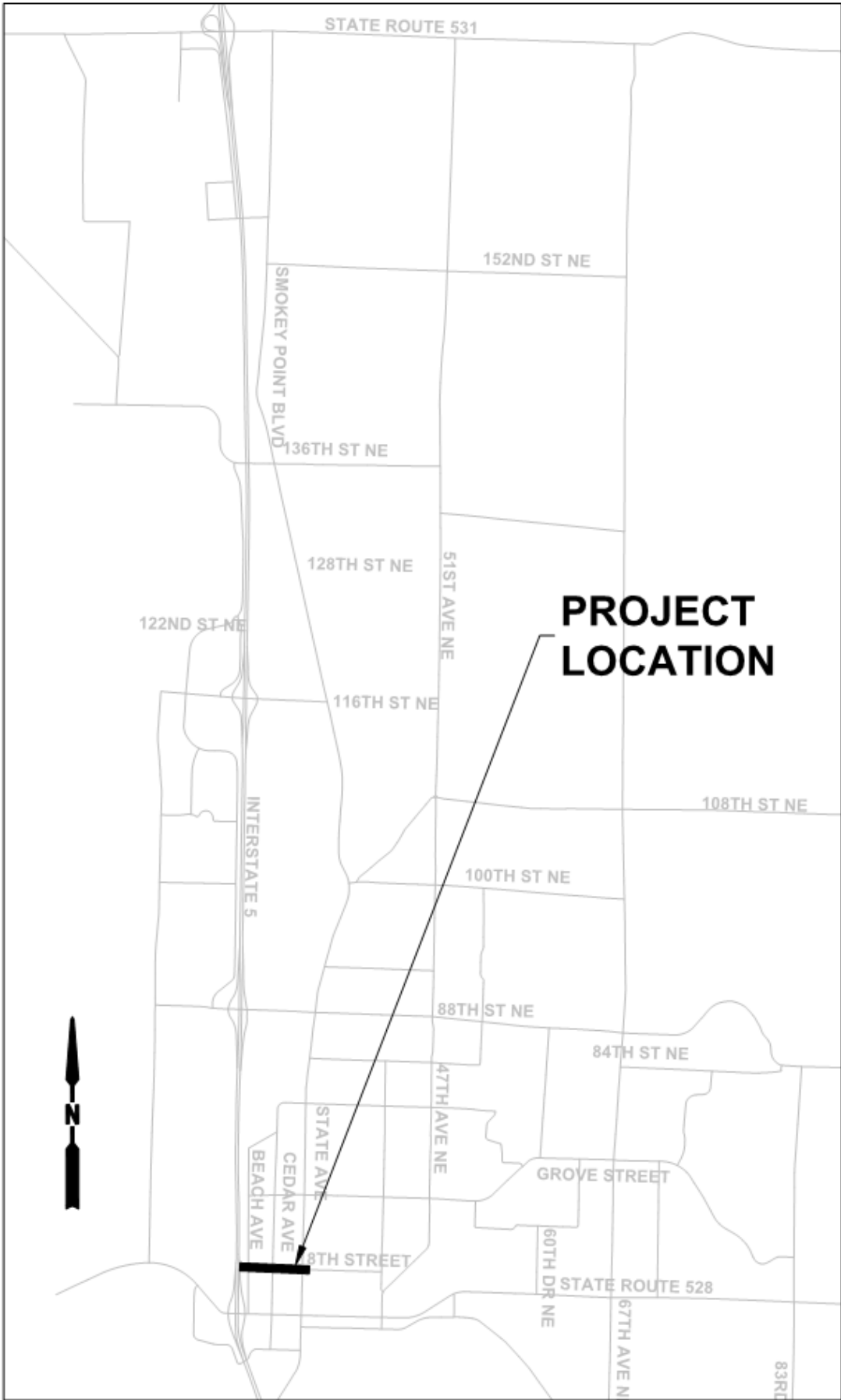
RECOMMENDED MOTION:
 I move to authorize the Mayor to sign and execute the 8th Street Improvements contract with SRV Construction, Inc. in the amount of \$684,910.50, and approve a management reserve of \$68,491.05, for a total allocation of \$753,401.55.

City of Marysville
 Certified Bid Tabulation
 8th Street Improvements

Bid Opening: November 10, 2021 at 10:00 a.m.

Apparent Low Bidder

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		SRV Construction		Konnerup Construction		Larry Brown Const.		Kamins Construction		Taylor's Excavators		Laser Underground		Lakeside Industries		Tiger Construction		Cadman Materials	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1-04.4	MINOR CHANGES	1	EST	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
1-05.5	ROADWAY SURVEYING	1	LS	\$20,000.00	\$ 20,000.00	\$ 7,900.00	\$ 7,900.00	\$ 12,000.00	\$ 12,000.00	\$ 14,900.00	\$ 14,900.00	\$ 11,550.00	\$ 11,550.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,450.00	\$ 9,450.00	\$ 1,525.00	\$ 1,525.00
1-05.18	RECORD DRAWINGS (MIN BID \$1500)	1	LS	\$1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 17,080.00	\$ 17,080.00
1-07.15	SPPCC PLAN	1	LS	\$500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 430.00	\$ 430.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 245.00	\$ 245.00	\$ 440.00	\$ 440.00
1-07.18	BNSF RESURFACING PERMIT	1	LS	\$850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,500.00	\$ 13,500.00	\$ 15,750.00	\$ 15,750.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00	\$ 66,400.00	\$ 66,400.00	\$ 18,300.00	\$ 18,300.00
1-09.7	MOBILIZATION (8%)	1	LS	\$54,798.00	\$ 54,798.00	\$ 81,500.00	\$ 81,500.00	\$ 80,000.00	\$ 80,000.00	\$ 67,000.00	\$ 67,000.00	\$ 52,206.00	\$ 52,206.00	\$ 75,000.00	\$ 75,000.00	\$ 85,000.00	\$ 85,000.00	\$ 51,000.00	\$ 51,000.00	\$ 185,000.00	\$ 185,000.00	\$ 75,160.00	\$ 75,160.00
1-10.5	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$50,000.00	\$ 50,000.00	\$ 38,500.00	\$ 38,500.00	\$ 30,000.00	\$ 30,000.00	\$ 88,000.00	\$ 88,000.00	\$ 48,405.00	\$ 48,405.00	\$ 85,000.00	\$ 85,000.00	\$ 20,000.00	\$ 20,000.00	\$ 230,000.00	\$ 230,000.00	\$ 232,000.00	\$ 232,000.00	\$ 259,000.00	\$ 259,000.00
2-01.5	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 850.00	\$ 850.00	\$ 4,691.40	\$ 4,691.40	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,720.00	\$ 1,720.00	\$ 6,210.00	\$ 6,210.00
2-02.5	SAWCUT	1100	LF	\$4.50	\$ 4,950.00	\$ 5.00	\$ 5,500.00	\$ 4.00	\$ 4,400.00	\$ 3.50	\$ 3,850.00	\$ 5.25	\$ 5,775.00	\$ 5.00	\$ 5,500.00	\$ 2.00	\$ 2,200.00	\$ 4.75	\$ 5,225.00	\$ 3.60	\$ 3,960.00	\$ 3.45	\$ 3,795.00
2-02.5	REMOVAL OF CURB AND GUTTER	410	LF	\$35.00	\$ 14,350.00	\$ 8.00	\$ 3,280.00	\$ 10.00	\$ 4,100.00	\$ 10.00	\$ 4,100.00	\$ 15.94	\$ 6,535.40	\$ 10.00	\$ 4,100.00	\$ 10.00	\$ 4,100.00	\$ 30.30	\$ 12,423.00	\$ 7.10	\$ 2,911.00	\$ 28.75	\$ 11,787.50
2-02.5	REMOVAL OF SIDEWALK	288	SY	\$20.00	\$ 5,760.00	\$ 9.00	\$ 2,592.00	\$ 15.00	\$ 4,320.00	\$ 18.00	\$ 5,184.00	\$ 25.25	\$ 7,272.00	\$ 15.00	\$ 4,320.00	\$ 20.00	\$ 5,760.00	\$ 82.50	\$ 23,760.00	\$ 15.50	\$ 4,464.00	\$ 78.20	\$ 22,521.60
2-02.5	REMOVAL OF ASPHALT	334	SY	\$26.00	\$ 8,684.00	\$ 14.00	\$ 4,676.00	\$ 20.00	\$ 6,680.00	\$ 13.85	\$ 4,625.90	\$ 24.15	\$ 8,066.10	\$ 15.00	\$ 5,010.00	\$ 10.00	\$ 3,340.00	\$ 63.00	\$ 21,042.00	\$ 18.50	\$ 6,179.00	\$ 59.80	\$ 19,973.20
2-02.5	REMOVAL OF STRUCTURE AND OBSTRUCTIONS	1	LS	\$7,000.00	\$ 7,000.00	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00	\$ 18,200.00	\$ 18,200.00	\$ 3,116.40	\$ 3,116.40	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,440.00	\$ 3,440.00	\$ 3,105.00	\$ 3,105.00
2-03.5	GRAVEL BORROW INCL. HAUL	100	TON	\$33.00	\$ 3,300.00	\$ 21.00	\$ 2,100.00	\$ 45.00	\$ 4,500.00	\$ 31.70	\$ 3,170.00	\$ 36.89	\$ 3,689.00	\$ 28.00	\$ 2,800.00	\$ 20.00	\$ 2,000.00	\$ 71.50	\$ 7,150.00	\$ 63.50	\$ 6,350.00	\$ 67.85	\$ 6,785.00
2-03.5	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	90	CY	\$60.00	\$ 5,400.00	\$ 42.00	\$ 3,780.00	\$ 30.00	\$ 2,700.00	\$ 35.00	\$ 3,150.00	\$ 84.00	\$ 7,560.00	\$ 35.00	\$ 3,150.00	\$ 25.00	\$ 2,250.00	\$ 107.00	\$ 9,630.00	\$ 44.50	\$ 4,005.00	\$ 101.20	\$ 9,108.00
2-03.5	ROADWAY EXCAVATION INCL. HAUL	481	CY	\$30.00	\$ 14,430.00	\$ 41.00	\$ 19,721.00	\$ 15.00	\$ 7,215.00	\$ 38.50	\$ 18,518.50	\$ 49.80	\$ 23,953.80	\$ 32.00	\$ 15,392.00	\$ 25.00	\$ 12,025.00	\$ 59.50	\$ 28,619.50	\$ 44.50	\$ 21,404.50	\$ 51.75	\$ 24,891.75
2-06.5	PREPARATION OF SUBBASE AND SUBGRADE	1	FA	\$8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
2-09.5	SHORING	1	LS	\$2,000.00	\$ 2,000.00	\$ 50.00	\$ 50.00	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ 1,050.00	\$ 1,050.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 440.00	\$ 440.00	\$ 2,875.00	\$ 2,875.00
4-04.5	CRUSHED SURFACING TOP COURSE	150	TON	\$65.00	\$ 9,750.00	\$ 23.50	\$ 3,525.00	\$ 60.00	\$ 9,000.00	\$ 52.80	\$ 7,920.00	\$ 39.24	\$ 5,885.40	\$ 40.00	\$ 6,000.00	\$ 40.00	\$ 6,000.00	\$ 33.00	\$ 4,950.00	\$ 66.50	\$ 9,975.00	\$ 97.75	\$ 14,662.50
4-04.5	CRUSHED SURFACING BASE COURSE	525	TON	\$65.00	\$ 34,125.00	\$ 45.00	\$ 23,625.00	\$ 60.00	\$ 31,500.00	\$ 48.00	\$ 25,200.00	\$ 41.09	\$ 21,572.25	\$ 40.00	\$ 21,000.00	\$ 38.00	\$ 19,950.00	\$ 36.00	\$ 18,900.00	\$ 66.50	\$ 34,912.50	\$ 86.25	\$ 45,281.25
5-04.5	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1957	SY	\$12.00	\$ 23,484.00	\$ 10.00	\$ 19,570.00	\$ 10.00	\$ 19,570.00	\$ 10.00	\$ 19,570.00	\$ 22.47	\$ 43,973.79	\$ 13.00	\$ 25,441.00	\$ 25.00	\$ 48,925.00	\$ 19.00	\$ 37,183.00	\$ 4.00	\$ 7,828.00	\$ 24.05	\$ 47,065.85
5-04.5	PLANING BITUMINOUS PAVEMENT	5500	SY	\$3.50	\$ 19,250.00	\$ 2.25	\$ 12,375.00	\$ 3.00	\$ 16,500.00	\$ 3.30	\$ 18,150.00	\$ 7.01	\$ 38,565.00	\$ 6.00	\$ 33,000.00	\$ 5.00	\$ 27,500.00	\$ 7.00	\$ 38,500.00	\$ 2.90	\$ 15,950.00	\$ 8.85	\$ 48,675.00
5-04.5	HMA CL. 1/2 IN PG 58H-22	1825	TON	\$105.00	\$ 191,625.00	\$ 122.00	\$ 222,650.00	\$ 130.00	\$ 237,250.00	\$ 112.00	\$ 204,400.00	\$ 117.63	\$ 214,674.75	\$ 130.00	\$ 237,250.00	\$ 120.00	\$ 219,000.00	\$ 123.00	\$ 224,475.00	\$ 120.00	\$ 219,000.00	\$ 123.00	\$ 224,475.00
7-04.5	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	125	LF	\$60.00	\$ 7,500.00	\$ 78.00	\$ 9,750.00	\$ 125.00	\$ 15,625.00	\$ 75.55	\$ 9,443.75	\$ 97.42	\$ 12,177.50	\$ 110.00	\$ 13,750.00	\$ 160.00	\$ 20,000.00	\$ 83.00	\$ 10,375.00	\$ 105.00	\$ 13,125.00	\$ 48.30	\$ 6,037.50
7-05.5	CATCH BASIN TYPE I	7	EA	\$2,000.00	\$ 14,000.00	\$ 2,000.00	\$ 14,000.00	\$ 1,500.00	\$ 10,500.00	\$ 1,600.00	\$ 11,200.00	\$ 2,050.50	\$ 14,353.50	\$ 2,200.00	\$ 15,400.00	\$ 3,500.00	\$ 24,500.00	\$ 3,700.00	\$ 25,900.00	\$ 1,680.00	\$ 11,760.00	\$ 3,450.00	\$ 24,150.00
7-05.5	SOLID LOCKING CATCH BASIN FRAME AND LID	1	EA	\$500.00	\$ 500.00	\$ 880.00	\$ 880.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 840.00	\$ 840.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 915.00	\$ 915.00	\$ 517.50	\$ 517.50
7-05.5	CONNECTION TO DRAINAGE STRUCTURE	8	EA	\$800.00	\$ 6,400.00	\$ 575.00	\$ 4,600.00	\$ 500.00	\$ 4,000.00	\$ 810.00	\$ 6,480.00	\$ 735.00	\$ 5,880.00	\$ 800.00	\$ 6,400.00	\$ 200.00	\$ 1,600.00	\$ 600.00	\$ 4,800.00	\$ 1,180.00	\$ 9,440.00	\$ 575.00	\$ 4,600.00
7-05.5	ADJUST MANHOLE	3	EACH	\$550.00	\$ 1,650.00	\$ 900.00	\$ 2,700.00	\$ 500.00	\$ 1,500.00	\$ 920.00	\$ 2,760.00	\$ 525.00	\$ 1,575.00	\$ 800.00	\$ 2,400.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 980.00	\$ 2,940.00	\$ 1,092.50	\$ 3,277.50
7-05.5	ADJUST WATER VALVE	6	EACH	\$400.00	\$ 2,400.00	\$ 750.00	\$ 4,500.00	\$ 300.00	\$ 1,800.00	\$ 765.00	\$ 4,590.00	\$ 420.00	\$ 2,520.00	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00	\$ 900.00	\$ 5,400.00	\$ 495.00	\$ 2,970.00	\$ 833.75	\$ 5,002.50
7-05.5	ADJUST CATCH BASIN	10	EACH	\$500.00	\$ 5,000.00	\$ 670.00	\$ 6,700.00	\$ 500.00	\$ 5,000.00	\$ 875.00	\$ 8,750.00	\$ 420.00	\$ 4,200.00	\$ 800.00	\$ 8,000.00	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 10,000.00	\$ 715.00	\$ 7,150.00	\$ 1,051.10	\$ 10,511.00
8-01.5	TEMPORARY EROSION/WATER POLLUTION CONTROL	1	LS	\$500.00	\$ 500.00	\$ 5,300.00	\$ 5,300.00	\$ 2,500.00	\$ 2,500.00	\$ 1,400.00	\$ 1,400.00	\$ 5,775.00	\$ 5,775.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,300.00	\$ 3,300.00	\$ 23,800.00	\$ 23,800.00	\$ 9,260.00	\$ 9,260.00
8-02.5	HYDROSEED	315	SY	\$55.00	\$ 17,325.00	\$ 7.00	\$ 2,205.00	\$ 4.00	\$ 1,260.00	\$ 5.40	\$ 1,701.00	\$ 3.15	\$ 992.25	\$ 10.00	\$ 3,150.00	\$ 2.50	\$ 787.50	\$ 15.50	\$ 4,882.50	\$ 15.50	\$ 4,882.50	\$ 64.40	\$ 20,286.00
8-02.5	TOPSOIL TYPE A	70	CY	\$12.50	\$ 875.00	\$ 75.00	\$ 5,250.00	\$ 80.00	\$ 5,600.00	\$ 81.00	\$ 5,670.00	\$ 68.25	\$ 4,777.50	\$ 85.00	\$ 5,950.00	\$ 125.00	\$ 8,750.00	\$ 66.50	\$ 4,655.00	\$ 115.00	\$ 8,050.00	\$ 82.80	\$ 5,796.00
8-02.5	PROPERTY RESTORATION	1	FA	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8-04.5	CEMENT CONC. TRAFFIC CURB AND GUTTER	700	LF	\$38.00	\$ 26,600.00	\$ 45.00	\$ 31,500.00	\$ 45.00	\$ 31,500.00	\$ 38.00	\$ 26,600.00	\$ 46.78	\$ 32,746.00	\$ 30.00	\$ 21,000.00	\$ 50.00	\$ 35,000.00	\$ 31.50	\$ 22,050.00	\$ 43.50	\$ 30,450.00	\$ 29.90	\$ 20,930.00
8-04.5	CEMENT CONC. PEDESTRIAN CURB	250	LF	\$40.00	\$ 10,000.00	\$ 45.00	\$ 11,250.00	\$ 45.00	\$ 11,25														



VICINITY MAP

N.T.S.

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 SRV Construction, Inc., a Corporation, organized under the laws of the State of Washington, located and doing business at P.O. Box 507, Anacortes, WA 98221, (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:

8TH STREET IMPROVEMENTS, TB101

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. 2021 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 Forty (60) 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 Six Hundred Eighty Four Thousand Nine Hundred Ten Dollars and Fifty Cents (\$684,910.50) 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 November 10, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

Contractor:
SRV Construction, Inc.
Attn: Krysta Verbarendse
P.O. Box 507
Anacortes, WA 98221

City:
City of Marysville
Public Works – Attn: Kyle Woods
80 Columbia Ave
Marysville, WA 98270

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

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

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

SRV CONSTRUCTION, INC.

By: _____
Krysta Verbarendse
Its: Corporate Secretary

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney