



**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 24, 2025 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://us06web.zoom.us/j/86246307568>

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Marysville High School Drama Club
- B. Mayor's Outstanding Volunteer Award
[Outstanding Volunteer Award Nomination - Andrew Munoz.docx](#)

Public Comment

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

- 1. March 3, 2025, Work Session Minutes
[WS 03032025.docx](#)

Consent

- 2. March 12, 2025, Claims in the Amount of \$1,029,461.68 Paid by EFT Transactions and Check Numbers 176227 through 176444
[031225.rtf](#)

Review Bids

Public Hearings

New Business

3. Supplemental Agreement No. 6 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th St NE Corridor Improvement Project.
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 6 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Improvement Project.
[HDR Supplemental No. 6.pdf](#)
[HDR_Original_and_Supplementals_1-5.pdf](#)
4. Amendment No. 3 to the Grant Agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 3 to the grant agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project - Phase 1.
[WQC-2018-MaryPW-00094_Amendment3.pdf](#)
[WQC-2018-MaryPW-00094 Original and Amendments 1 and 2.pdf](#)
5. Local Agency Agreement and State Funds Project Prospectus with WSDOT for the Cascade Elementary - 100th St NE (Shoultes Rd to 51st Ave NE) Safe Routes to School Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and State Funds Project Prospectus to obligate funds for the preliminary engineering phase for the Cascade Elementary – 100th St NE SRTS project.
[R2503_140-052_Prospectus & Backup.pdf](#)
[R2503_140-087_State LAA.pdf](#)
6. Project Acceptance - Lake Goodwin Standpipe Replacement
Recommended Motion: I move to authorize the Mayor to accept the Lake Goodwin Standpipe Replacement Project, starting the 60-day lien filing period for project closeout.
[W2104_Physical Completion Letter_2024-10-28.pdf](#)
7. Project Acceptance - LID Retrofit for 103rd PI and Shoultes Construction
Recommended Motion: I move to authorize the Mayor to accept the LID Retrofit for 103rd PI and Shoultes Construction project, starting the 60-day lien filing period for project closeout.
[LID Retrofit for 103rd PI and Shoultes - Physical Completion.pdf](#)
8. Project Acceptance – State Avenue Corridor Pavement Preservation NHS Project
Recommended Motion: I move to authorize the Mayor to accept the State Avenue Corridor Pavement Preservation NHS Project, starting the 60-day lien filing period for project closeout.

[R2107_Physical Completion Letter_2024-10-09.pdf](#)

9. Project Acceptance – 116th Street Pavement Preservation NHS Project
Recommended Motion: I move to authorize the Mayor to accept the 116th Street Pavement Preservation NHS Project, starting the 60-day lien filing period for project closeout.
[R2108_Physical Completion Letter_2025-03-13.pdf](#)
10. Agreement for the Sale of Police Vehicles by the City of Edmonds to the City of Marysville
Recommended Motion: I move to authorize the Mayor to sign and execute the Agreement for the Sale of Police Vehicles by the City of Edmonds to the City of Marysville to support the purchase of five (5) police interceptor utility vehicles in the amount of \$410,000.00.
[Edmonds-Marysville Police Vehicle Sale 3-4-25.doc.pdf](#)
11. Amended and Restated Property Exchange Agreement with the Marysville School District
Recommended Motion: I move to authorize the Mayor to sign and execute the amended and restated property exchange agreement.
[AMENDED AND RESTATED Property Exchange Agreement 3.18.2025 FINAL.pdf](#)
12. An **Ordinance** Amending Chapter 5.72 of the Municipal Code in Regard to Massage Businesses and Practitioners
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Massage 3-11-25.pdf](#)
[Massage - adopted RCW's.pdf](#)
13. An **Ordinance** Amending Chapter 7.05 of the Municipal Code to Prohibit Camping in Recreational Vehicles on City Streets and Property
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - Camping Chapter.pdf](#)
14. An **Ordinance** Amending Chapter 11.08 of the Municipal Code to Regulate Recreational Vehicle Parking
Recommended Motion: I move to adopt Ordinance No. _____.
[Ordinance - RV Parking.pdf](#)

Legal

Mayor's Business

15. Hearing Examiner Appointments
Recommended Motions (2 separate):
I move to confirm the mayor's re-appointment of Kevin McDonald as a Marysville Hearing Examiner.

I move to confirm the appointment of Gary McLean to serve as a Marysville Hearing Examiner.

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Tina Brock, City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Marysville High School Drama Club

SUGGESTED ACTION:

SUMMARY: Marysville High School is promoting their upcoming play "Chicago Teen Edition" and would like invite everyone to attend their performances in April-May.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Communications Officer Connie Mennie, Executive

ITEM TYPE: Presentation

AGENDA SECTION: **Presentations**

SUBJECT: Mayor's Outstanding Volunteer Award

SUGGESTED ACTION:

SUMMARY: Mayor Nehring will present Andrew Munoz with the Outstanding Volunteer Award

ATTACHMENTS:

[Outstanding Volunteer Award Nomination - Andrew Munoz.docx](#)

Mayor's Volunteer of the Month Award Nomination Form

Eligibility and Criteria for the Award

The Volunteer of the Month nominee should be committed to making the City of Marysville a better community through voluntary personal service to meet community needs. The nominee will be considered based on initiative and good work achieved through volunteer service. Nominations should be made for direct service, board service or administrative volunteering. Individuals may be nominated by an individual, agency, corporation, or organization. Nominees must be residents of Marysville.

Nominee Information

Please fill out information for the person you are nominating:

Nominee First Name	Andrew
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Nominee Last Name	Munoz
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Nominee Phone Number	425-359-4556
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Nominee Home City	Marysville
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Nominee Email Address	munoz.andrew@gmail.com
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Nominator First Name	Jennifer
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Nominator Last Name	Friess
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Nominator Phone Number	360-363-8402
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Nominator Agency/Organization	City of Marysville- Parks, Culture and Recreation
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Nominator Email Address	jfriess@marysvillewa.gov
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Tips for Completing the Nomination Form

Please use the next section to highlight how your nominee volunteers to serve our community. Consider including information on the need for the service the nominee is delivering. Additionally you could include details if they started a new organization, are

using new methods to solve problems, initiated activities, or built collaboration with other organizations. Please include an additional reference that the city can contact regarding the nominees contributions to the community.

**Overview of Nominee
Volunteer Activity and
Impact to the
Community**

It is my honor and privilege to nominate Andrew Munoz for Volunteer of the Month for the City of Marysville.

Over the past several years, Andrew has enthusiastically coached not one, but two teams for Marysville Parks, Culture and Recreation basketball league and his impact has been deeply felt throughout the organization. In addition to his commitment to our Parks league, he dedicates countless hours to his teams at the Marysville YMCA. His approach to coaching goes beyond just teaching the game, he cultivates a supportive and encouraging environment where every child feels valued and motivated to reach their full potential.

While it's impossible to overlook Andrew's profound impact as a coach, what truly sets him apart is the depth of his character. He is a genuine and kind leader who is the first to offer a helping hand or to positively lift someone up. He has the unique skill of inspiring those around him to strive for the same excellence that he himself displays. He truly embodies what it means to be an extraordinary individual both on and off the court.

People like Andrew are hard to come by and I don't say that lightly. He is the kind of coach whose encouragement is truly infectious. You will always find him on the court smiling and cheering on not only his own players, but the opposing team as well. It would be my wish for every team to have a Coach Andrew. One standout memory perfectly encapsulates Andrew's dedication to inclusivity and teamwork. With his younger team, he made it his mission to ensure that every child on all teams in the division had the chance to score a basket. In the very last game of the last season, his own daughter finally succeeded. The moment was pure magic- she immediately ran over to Andrew, gave him a hug, and beamed with pride. It was a beautiful testament to the impact of his patience, perseverance and his heartfelt commitment to each child's success.

Andrew is an exceptional basketball coach who is more than deserving of the Volunteer of the Month award.

Approximately how many hours does the nominee volunteer per month?

12-15

Reference First Name

Josh

Reference Last Name

Estes

Reference Phone Number

425-622-8250

Reference Agency/Organization

Field not completed.

Reference Email Address

josh@pnwrstrategies.com



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: March 3, 2025, Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 03032025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Work Session

March 3, 2025

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Condyles, Councilmember James, Councilmember King, Council President Stevens, Councilmember Richards, Councilmember Muller, Councilmember Norton

Staff: City Administrator Jennifer Stapleton, Finance Director Jennifer Ferrer-Santa Ines, City Attorney Jon Walker, Community Development Director Haylie Miller, Engineering Services Director Jeff Laycock, Parks, Culture, and Recreation Director Tara Mizell, Asst. Police Chief Jim Lawless, Communications Manager Connie Mennie, IT Director Stephen Doherty, Network Systems Administrator Chris Brown, Communications Specialist Bridgette Larsen, IT Services Supervisor Jeremiah Nyman (via Zoom), Emergency Preparedness Manager Sarah Lavelle

Approval of the Agenda

Motion to approve the agenda with the addition of waiving normal rules to take action on number 4 and allowing public comment moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Strategies 360 Legislative Update

Stephanie Wright, Strategies 360, gave an update on legislative developments and budget discussions in Olympia. She thanked the Mayor and Council for coming down on February 5. Two successful projects were submitted by the delegation for transportation package budget requests - the 105th Street overpass and the 92nd and Highway 9 roundabout. The Bayview Trail project was submitted for the capital budget. The only project that did not get traction was the 88th Street project. This is not surprising due to the tight budget this year. She generally reviewed the agenda for Washington DC. Mayor Nehring thanked her for the update.

B. Swearing-in of Police Officer Robert Blaho

Oath Police Officer Robert Blaho.docx

Asst. Chief Lawless introduced Police Officer Robert Blaho who was sworn in by Mayor Nehring.

Public Comment

None

Discussion Items

1. Hazard Mitigation Plan

Emergency Preparedness Manager Sarah Lavelle made a presentation regarding the Hazard Mitigation Plan including background, risk assessment, public engagement, outreach, project timeline, and planning process.

Councilmember Richards asked if the CERT class would include some of the hazards they might run into. Ms. Lavelle replied that would be a part of the public educations.

2. Recreational Vehicles - Draft Ordinances on Camping and Parking for Discussion

Ordinance - Camping 2-25-25.pdf

Ordinance - RV Parking.pdf

City Attorney Walker introduced two proposed ordinances - one prohibiting camping in an RV on public streets, city parks, and any city property, and one regarding limiting of parking of RVs to four hours to public streets. They do not apply to private property.

Councilmember Muller spoke in support of this but noted that for the Strawberry Festival some vendors set up RVs around Strawberry Field. He wondered how this could be

handled. City Attorney Walker noted that the Master Permit or the associated temporary use permit for the Strawberry Festival could address that.

This item will come back to the March 17 meeting.

3. Quiet Zone Project Update

Director Laycock gave a presentation regarding the Quiet Zone project. He reviewed what a Quiet Zone is, Quiet Zone requirements, Supplemental Safety Measures (SSMs), Alternative Safety Measures (ASMs), Quiet Zone process, prior work, timeline, city railroad crossings, potential Quiet Zones, risk index, cost estimate, next steps, and potential risks and challenges.

Councilmember Muller asked about potential grants. Director Laycock commented that only safety-related grants would be possible for this.

Councilmember Richards asked if the recent accident would impact the risk index. Director Laycock said it would not. Councilmember Richards asked if the City would have to acquire property for gate improvements. Director Laycock stated they would not. Councilmember Richards requested a copy of the presentation. He also asked if BNSF can reverse Quiet Zones. Director Laycock did not think so.

Councilmember Condyles asked if other cities are going through this process. Director Laycock replied that Vancouver, Bellingham, Tacoma, and Everett have gone through the process. More and more jurisdictions are looking at this. Councilmember Condyles asked if some cities have been unsuccessful in getting approved. Director Laycock explained that some situations require more negotiation than others.

Councilmember Norton asked what impacts the scoring or the risk index. Director Laycock explained that accidents or traffic concerns would impact that. Councilmember Norton wondered if the standards could change. Director Laycock stated that it was possible.

Councilmember King asked if Edmonds has this. Director Laycock explained that Edmonds has wayside horns, and they have had issues with them. The City evaluated that but determined this would be a better approach. Councilmember King asked if private crossings are aware of this process. Director Laycock replied that they are.

Councilmember James asked if these also improve safety at crossings. Director Laycock affirmed that they do. Councilmember James wondered if quiet zones would allow freight trains to go faster through town. Director Laycock said it would not.

Staff will bring this back again at the March 17 meeting.

New Business

Approval of Minutes

Consent

Review Bids

4. [Contract Award - 1049 State Avenue Addition Project](#)

[Contract_Combined.pdf](#)

[Bid Tab.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to award and execute the contract with Valdez Construction, Inc. for the 1049 State Avenue Addition Project in the amount of \$3,211,675.49 including Washington State Sales Tax and approve \$321,167.55 management reserve for a total allocation of \$3,532,843.04 moved by Councilmember James seconded by Councilmember King.

AYES: ALL

Public Hearings

Legal

Mayor's Business

Mayor Nehring:

- Governmental Affairs meeting with the school district last week went very well. Dr. Jarvis from the state oversight committee was in attendance and provided some good insight and optimism. The school district is looking at bringing in a new superintendent and will be voting on that soon.
- Staff had a good meeting with Amazon last Friday. He expressed appreciation to them for their partnership on the Strawberry Fields project. They are looking for ways to stay involved in Marysville and have some volunteer opportunities for their workforce in the community.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Snohomish County Tomorrow meeting last week. They had updates on the PSRC. The County Human Services Provider group will be moving from a county organization to an arm of SCT. There was an update from the County Economic Development team. They are continuing work on the sustainable aviation fuel research and development center. They are looking at ways the county can

be more proactive to meet some of the commercialization goals they have for 2030 as it relates to Paine Field. A team has been set up at the County to start working on the FIFA World Cup planning as Everett is going to be one of the fan cities. They are looking at doing a rebrand for the tourism office. They also announced that Economic Alliance Snohomish County will continue to be the designated economic development organization within Snohomish County. There were also updates on the community-wide Climate Resiliency Plan and the County's Hazard Mitigation Plan.

Councilmember James reported that the Government Affairs Committee meeting with the school district was optimistic.

Councilmember King congratulated and welcomed Police Officer Blaho. He reported on the recent the Solid Waste Advisory Committee meeting. The main topic is a proposed rate increase for garbage tipping fees. He also reported on last week's Public Works Committee meeting last week.

Council President Stevens reported that the Economic Development Committee met and discussed the school district property exchange as well as impacts the city is facing and ways to address the middle housing effort.

Councilmember Richards reported on the Public Works meeting. Interviews were held for the new Public Works Director position. They also discussed upcoming CIP projects. Congrats to Officer Blaho. Thanks to Director Laycock for the presentation and Strategies 360 for the update.

Councilmember Muller congratulated Police for filling another vacancy. He noted that it is great to be moving forward on the school district projects. He wished safe travels to all who are going to Washington DC.

Councilmember Norton welcomed Police Officer Blaho.

Adjournment

Motion to adjourn the meeting moved by Councilmember Richards seconded by Councilmember Norton.

AYES: ALL

The meeting was adjourned at 8:22 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: March 12, 2025, Claims in the Amount of \$1,029,461.68 Paid by EFT Transactions and Check Numbers 176227 through 176444

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[031225.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 3/12/2025 TO 3/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
176227	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	21,770.50
176228	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	3,000.00
	BOYD, RAE		DETENTION & CORRECTION	45,150.00
176229	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	26,307.56
176230	911 SUPPLY INC.	AWARD PINS	POLICE ADMINISTRATION	891.38
176231	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	689.67
176232	ALLRED, RIANNA	REFUND - SOCCER	PARKS-RECREATION	90.00
176233	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	11.92
	AMERICAN CLEANERS		POLICE ADMINISTRATION	34.68
	AMERICAN CLEANERS		POLICE PATROL	135.44
176234	ARENAS, MARIANO	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.20
176235	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	39.90
176236	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
176237	AXON ENTERPRISE INC	AXON CAMERAS	POLICE PATROL	1,304.84
	AXON ENTERPRISE INC		POLICE PATROL	18,146.98
176238	BARNETT, MARLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.09
176239	BARRAZA, ESTELLA & DAN		NON-DEPARTMENTAL	62.76
176240	BHANDARI, VIJAY		NON-DEPARTMENTAL	91.24
176241	BHC CONSULTANTS	PROFESSIONAL SERVICE	WASTE WATER TREATMENT	2,075.00
176242	BICKFORD FORD	CREDIT FOR INV 1289144	EQUIPMENT RENTAL	-89.70
	BICKFORD FORD	REAR DIFFERENTIAL NUT - J061	EQUIPMENT RENTAL	39.23
	BICKFORD FORD	HOSE-WINDSHIELD WASHER - P168	EQUIPMENT RENTAL	56.56
	BICKFORD FORD	HOSE/WASHER JET - P168	EQUIPMENT RENTAL	80.33
	BICKFORD FORD	MOLDING	EQUIPMENT RENTAL	89.70
	BICKFORD FORD	ENGINE COOLING FAN MODULE - P168	EQUIPMENT RENTAL	271.31
176243	BIO CLEAN, INC	DECONTAMINATION BIOHAZARDOUS	DETENTION & CORRECTION	492.30
176244	BRADSHAW, DON	UB REFUND	GARBAGE	240.62
176245	BROWN, JERYL	REFUND - PICKLEBALL	PARKS-RECREATION	110.00
176246	BUTZER, THEODORE	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.30
	BUTZER, THEODORE		UTIL ADMIN	62.47
	BUTZER, THEODORE		UTIL ADMIN	232.92
176247	CARLILE, DEREK	WA. VEHICLE CRIME CONFERENCE	POLICE PATROL	168.00
176248	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	648.00
176249	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	17,483.21
	CASCADE COLUMBIA		WASTE WATER TREATMENT	17,758.90
176250	CENTRAL WELDING SUPP	DUCT TAPE	ER&R	49.36
	CENTRAL WELDING SUPP	LATE FEE	ER&R	66.03
	CENTRAL WELDING SUPP	VESTS	ER&R	92.39
	CENTRAL WELDING SUPP		ER&R	96.27
	CENTRAL WELDING SUPP	CAUTION TAPE	ER&R	105.68
	CENTRAL WELDING SUPP	CLASS 2 VESTS	ER&R	120.34
	CENTRAL WELDING SUPP	CLASS 3 VESTS	ER&R	123.08
	CENTRAL WELDING SUPP	VESTS	ER&R	123.18
	CENTRAL WELDING SUPP	BOMBER JACKETS	ER&R	175.04
	CENTRAL WELDING SUPP	VESTS	ER&R	235.21
	CENTRAL WELDING SUPP	GOVES	ER&R	434.27
	CENTRAL WELDING SUPP	GLOVES	ER&R	1,085.69
	CENTRAL WELDING SUPP	VESTS/HOODIES	ER&R	1,424.94
	CENTRAL WELDING SUPP	BOMBER JACKETS	ER&R	2,012.96
176251	CHAMPION BOLT	SCREWS	EQUIPMENT RENTAL	2.37

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 3/12/2025 TO 3/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
176252	CHAN, JAMES & KJAER, K	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.30
	CHAN, JAMES & KJAER, K		UTIL ADMIN	62.47
	CHAN, JAMES & KJAER, K		UTIL ADMIN	232.92
176253	CHUNG, CASEY		NON-DEPARTMENTAL	66.95
176254	CLINAGE, MORGAN	INSTRUCTOR PAYMENT	RECREATION SERVICES	386.40
176255	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
176256	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	598.64
176257	COOP SUPPLY	CLR CLEANER	WASTE WATER TREATMENT	61.24
176258	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	62.47
	CORBIN, ANNE		NON-DEPARTMENTAL	69.79
	CORBIN, ANNE		UTIL ADMIN	296.23
176259	CORE & MAIN LP	NEPTUNE RENEWAL	COMPUTER SERVICES	10,693.86
176260	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	7,731.60
176261	COUNTRY SUPPLIER	UNIFORM - WINELAND	FACILITY MAINTENANCE	118.14
176262	CRIMINAL JUSTICE	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	150.00
176263	CRYSTAL SPRINGS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	7.65
	CRYSTAL SPRINGS		WASTE WATER TREATMENT	180.44
176264	DAHLBERG, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.92
176265	DANAS, MARY		NON-DEPARTMENTAL	98.59
176266	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
176267	DAYTON, CHRISTOPHER	UB REFUND	GARBAGE	655.46
176268	DEBO, KARINA	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
176269	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	322.10
	DELL	DESKTOPS, DOCKS	IS REPLACEMENT ACCOUNTS	85,952.48
176270	DEPERRO, ANTHONY	UTILITY TAX REBATE	UTIL ADMIN	62.47
	DEPERRO, ANTHONY		NON-DEPARTMENTAL	64.12
	DEPERRO, ANTHONY		UTIL ADMIN	232.92
176271	DESANTIS, ANNE	INTERPRETER SERVICE	COURTS	166.40
	DESANTIS, ANNE		COURTS	166.40
176272	DEYOUNG, THOMAS	UTILITY TAX REBATE	NON-DEPARTMENTAL	113.53
176273	DICKS TOWING	EVIDENCE IMPOUND TOW	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-11638	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-11916	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-8862	POLICE PATROL	77.54
	DICKS TOWING	TOWING PD-119 3292365	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-11517	POLICE PATROL	164.10
	DICKS TOWING	TOWING - V058	EQUIPMENT RENTAL	194.35
176274	DOBBS PETERBILT	STEERING WHEEL - J031	EQUIPMENT RENTAL	380.69
	DOBBS PETERBILT	COOLANT LEVEL SENSOR	ER&R	511.52
176275	E&E LUMBER	DOORSTOPS	PARK & RECREATION FAC	39.92
176276	EDWARDS, ATHENA	UTILITY TAX REBATE	NON-DEPARTMENTAL	60.20
176277	EMERALD SERVICES INC	OIL DISPOSAL FEE	EQUIPMENT RENTAL	481.09
176278	ENGEN, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.05
176279	EVERETT HYDRAULICS	LABOR FOR REBUILD MOTOR - H016	EQUIPMENT RENTAL	284.06
176280	EVERETT STEEL INC.	STEEL PARTS - J058/J059	EQUIPMENT RENTAL	612.73
176281	FADDEN, FAITH & FRAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.47
176282	FERGUSON, GEORGE		NON-DEPARTMENTAL	69.59
176283	FERRARO, TABITHA	REIMBURSEMENT - MEAL	SOLID WASTE OPERATIONS	19.40
176284	FIRST AMERICAN TITLE	TITLE PROCESSING FEE	GMA - STREET	32.97
	FIRST AMERICAN TITLE		GMA - STREET	32.97
	FIRST AMERICAN TITLE		GMA - STREET	32.97
	FIRST AMERICAN TITLE		GMA - STREET	32.97

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 3/12/2025 TO 3/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
176285	FRIGARD, LACEY	TRAKIT CONFERENCE	COMMUNITY	201.00
176286	GENERAL PACIFIC, INC	DRONE	POLICE PATROL	13,705.80
176287	GOMS, WANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.67
	GOMS, WANDA		UTIL ADMIN	62.47
	GOMS, WANDA		UTIL ADMIN	296.23
176288	GOSSETT, SHAWNA	TRAKIT CONFERENCE	COMMUNITY	201.00
176289	GOVCONNECTION INC	BADGES	COMPUTER SERVICES	3,106.96
176290	GRAINGER	UNIFORM - PEASLEE	UTIL ADMIN	107.75
	GRAINGER	HEADWORKS SCREENS	WASTE WATER TREATMENT	270.96
176291	GREEN, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.44
176292	GUARDIAN RFID	BATTERIES	DETENTION & CORRECTION	380.00
176293	GUERRERO, ANN & DANI	UB REFUND	WATER/SEWER OPERATION	263.33
176294	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	300.00
176295	HACK, SUNDEE	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.91
	HACK, SUNDEE		UTIL ADMIN	62.47
	HACK, SUNDEE		UTIL ADMIN	296.23
176296	HAGE, LAUREL		NON-DEPARTMENTAL	47.41
	HAGE, LAUREL		UTIL ADMIN	62.47
	HAGE, LAUREL		UTIL ADMIN	296.23
176297	HAMBURG, DAN	REIMBURSEMENT - RIFLE EQUIPMENT	POLICE PATROL	57.81
176298	HAMILTON, DEBORAH	REFUND - BABYSITTING BASICS	PARKS-RECREATION	40.00
176299	HARRISON, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.27
176300	HARRY PRINGLE & ARLE		UTIL ADMIN	62.47
	HARRY PRINGLE & ARLE		NON-DEPARTMENTAL	107.88
	HARRY PRINGLE & ARLE		UTIL ADMIN	296.23
176301	HASKINS, DELORA		NON-DEPARTMENTAL	81.51
176302	HAYNES, MICHAEL & AN		NON-DEPARTMENTAL	129.59
176303	HAYNES, SANDRA		NON-DEPARTMENTAL	88.55
176304	HD FOWLER COMPANY	BRASS BUSHING	WASTE WATER TREATMENT	4.48
176305	HEID, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.32
176306	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	426.60
176307	HORNE, ANITA	UTILITY TAX REBATE	UTIL ADMIN	62.47
	HORNE, ANITA		NON-DEPARTMENTAL	97.18
	HORNE, ANITA		UTIL ADMIN	296.23
176308	HOUSE OF UPHOLSTERY	RE-BUILD/RECOVER DRIVER SEAT	EQUIPMENT RENTAL	1,329.21
176309	HUGHLEY, AMY L.	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.59
176310	HUMAN SERVICES	4TH QTR LIQUOR BOARD PROFITS	NON-DEPARTMENTAL	5,160.28
176311	HUNTER, PATRICIA F.	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.09
176312	HYATT, JAMES & PEGGY		NON-DEPARTMENTAL	43.76
176313	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	324.00
176314	INTERSTATE BATTERY	BATTERIES	ER&R	602.40
176315	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85

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176315	J2 CLOUD SERVICES	FAX	MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.86
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
176316	JUDD & BLACK	STOVE REPLACEMENT MESH HOUSE	NON-DEPARTMENTAL	637.37
176317	JULZ ANIMAL HOUZ	SUPPLIES - MOLLY	POLICE ADMINISTRATION	14.73
	JULZ ANIMAL HOUZ		POLICE ADMINISTRATION	17.30
176318	KAHUT, MICHELLE	UTILITY TAX REBATE	NON-DEPARTMENTAL	89.93
176319	KAZUMI, TURPIN		NON-DEPARTMENTAL	58.28
176320	KIM, CHANG & SA		NON-DEPARTMENTAL	48.35
176321	KOSHAK, LORI		NON-DEPARTMENTAL	61.45
	KOSHAK, LORI		UTIL ADMIN	62.47
	KOSHAK, LORI		UTIL ADMIN	296.23
176322	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MITIGATION FEES	247,150.00
176323	LAKEWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	336.00
176324	LAMARCA, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.69
176325	LAMOUREUX, ROBERT	REIMBURSEMENT - MEETING SUPPLIES	POLICE ADMINISTRATION	20.97
176326	LARA, PETRA	INTERPRETER SERVICE	COURTS	150.10
176327	LARSEN, DAVID W & MA	UB REFUND	WATER/SEWER OPERATION	91.92
176328	LAZ, DEBBIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.03
176329	LEMMON, BRUCE		NON-DEPARTMENTAL	41.61
176330	LES SCHWAB TIRE CTR	TIRES	ER&R	260.61
176331	LINDBERG, JASON	REIMBURSEMENT CERTIFICATIONS	UTIL ADMIN	125.00
176332	LINDBORG, POLLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	67.07
176333	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
176334	MANSOUR, PINKY	REFUND - SOCCER	PARKS-RECREATION	87.00
176335	MARCHANT, AZZLINN		PARKS-RECREATION	87.00
176336	MARIER, KATHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.85
176337	MARSHALL, CHARLENE		NON-DEPARTMENTAL	58.18
	MARSHALL, CHARLENE		UTIL ADMIN	62.47
	MARSHALL, CHARLENE		UTIL ADMIN	296.23
176338	MCDOWELL, LYNETTE		NON-DEPARTMENTAL	41.25
176339	MCGUINN, JULEE		NON-DEPARTMENTAL	57.26
176340	MCMASTER-CARR	HEADWORKS SCREENS	WASTE WATER TREATMENT	261.63
176341	MCNAIR, JENNIFER	REFUND - HOMESCHOOL ART	PARKS-RECREATION	18.00
	MCNAIR, JENNIFER		PARKS-RECREATION	44.00
176342	MIRANDA, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.48
176343	MODERN MACHINERY CO,	TRACK/CARRIER ROLLERS, H010	EQUIPMENT RENTAL	16,027.59
176344	MONET, CHLOE	REFUND - BABYSITTING BASICS	PARKS-RECREATION	40.00
176345	MONTERO-HIGGINBOTHAM		PARKS-RECREATION	40.00
176346	MPAC	INSTRUCTOR PAYMENT	RECREATION SERVICES	657.00
176347	NAPA AUTO PARTS	FUEL FILTER - M012	EQUIPMENT RENTAL	7.06
	NAPA AUTO PARTS	AIR FILTER	ER&R	8.75
176348	NAYAYA, SULE	UTILITY TAX REBATE	NON-DEPARTMENTAL	85.22
176349	NELSON TRUCK EQUIP	TOOLBOX - J080	EQUIPMENT RENTAL	1,485.65

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176350	NELSON-REISNER	ENGINE OIL	ER&R	3,093.70
176351	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,686.00
176352	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	994.80
176353	OREILLY AUTO PARTS	CABIN AIR FILTER - P168	EQUIPMENT RENTAL	7.22
	OREILLY AUTO PARTS	EVAPORATOR CLEANER - P168	EQUIPMENT RENTAL	49.20
176354	OTTER, ANDREW	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.49
176355	OVERHEAD DOOR COMPANY	ROLL UP DOOR AND OPENER	UTIL ADMIN	4,175.80
176356	PACIFIC POWER BATTER	BATTERIES	TRAFFIC CONTROL DEVICES	22.84
	PACIFIC POWER BATTER		POLICE PATROL	54.15
	PACIFIC POWER BATTER	RECHARGEABLE LUMENS	PARK & RECREATION FAC	70.97
176357	PAPE MACHINERY	ENGINE PARTS - J007	EQUIPMENT RENTAL	22,532.14
176358	PATHWAY VET ALLIANCE	ANIMAL CARE - JASMINE	COMMUNITY SERVICES UNIT	594.30
176359	PELOS, JUDY	UTILITY TAX REBATE	UTIL ADMIN	62.47
	PELOS, JUDY		NON-DEPARTMENTAL	109.82
	PELOS, JUDY		UTIL ADMIN	232.92
176360	PETERSON, RICHARD		NON-DEPARTMENTAL	96.63
176361	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	46.35
	PGC INTERBAY LLC		MAINTENANCE	61.00
	PGC INTERBAY LLC		MAINTENANCE	133.47
	PGC INTERBAY LLC		PRO-SHOP	147.88
	PGC INTERBAY LLC		MAINTENANCE	194.57
	PGC INTERBAY LLC		PRO-SHOP	280.52
	PGC INTERBAY LLC		MAINTENANCE	316.01
	PGC INTERBAY LLC		PRO-SHOP	506.86
	PGC INTERBAY LLC		MAINTENANCE	687.47
	PGC INTERBAY LLC		MAINTENANCE	1,129.76
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,419.24
	PGC INTERBAY LLC		MAINTENANCE	1,647.64
	PGC INTERBAY LLC	USED CLUB CAR	MAINTENANCE	2,899.10
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	3,300.68
	PGC INTERBAY LLC		MAINTENANCE	5,142.45
	PGC INTERBAY LLC		GOLF COURSE	5,592.06
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
	PGC INTERBAY LLC	EXPENSE REIMBURSEMENT - GOLF	GOLF CAPITAL OUTLAY	86,092.34
176362	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	156.60
176363	PLATT ELECTRIC	SENSOR	WASTE WATER TREATMENT	48.02
	PLATT ELECTRIC	PARKING LIGHT FIXTURES	PARK & RECREATION FAC	4,887.08
176364	PNG MEDIA LLC	ADVERTISING	OPERA HOUSE	1,575.00
176365	PROFORCE LAW ENFORCE	RED DOT GUN SUPPLIES	POLICE TRAINING-FIREARMS	2,301.01
176366	PROTOCOL PLUMBING	HOT WATER LINE REPAIR	DETENTION & CORRECTION	532.40
176367	PUD	ACCT #205283641	STREET LIGHTING	9.49
	PUD	ACCT #205026479	STREET LIGHTING	13.05
	PUD		STREET LIGHTING	20.40
	PUD	ACCT #204584361	STREET LIGHTING	20.54
	PUD		STREET LIGHTING	27.23
	PUD	ACCT #200998532	PARK & RECREATION FAC	38.11
	PUD	ACCT #202012589	PARK & RECREATION FAC	40.43
	PUD	ACCT #202177861	PUMPING PLANT	40.87
	PUD	ACCT #223286667	METER READING	49.26
	PUD	ACCT #221303498	STREET LIGHTING	49.64
	PUD	ACCT #220153100	TRANSPORTATION	72.75
	PUD	ACCT #200800704	STREET LIGHTING	82.68

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176367	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	82.98
	PUD	ACCT #200869303	TRANSPORTATION	87.42
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	92.62
	PUD	ACCT #202220760	GOLF ADMINISTRATION	102.97
	PUD	ACCT #202576112	STREET LIGHTING	143.46
	PUD	ACCT #202572327	STREET LIGHTING	151.32
	PUD	ACCT #222592917	PARK & RECREATION FAC	151.66
	PUD	ACCT #220298624	STREET LIGHTING	154.58
	PUD	ACCT #202294336	STREET LIGHTING	156.52
	PUD	ACCT #202368197	PUMPING PLANT	180.64
	PUD	ACCT #202030078	TRANSPORTATION	205.95
	PUD	ACCT #203344585	STREET LIGHTING	228.91
	PUD	ACCT #202689105	WASTE WATER TREATMENT	235.12
	PUD	ACCT #200084150	TRANSPORTATION	245.54
	PUD	ACCT #220731285	STREET LIGHTING	245.61
	PUD	ACCT #200164598	SOURCE OF SUPPLY	501.18
	PUD	ACCT #201147253	PUMPING PLANT	602.10
	PUD	ACCT #202461554	SEWER LIFT STATION	897.50
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,135.26
	PUD	ACCT #201098969	PUMPING PLANT	1,820.80
	PUD	ACCT #202604203	STREET LIGHTING	1,980.31
	PUD	ACCT #202576112	STREET LIGHTING	2,725.92
	PUD	ACCT #202604203	STREET LIGHTING	2,970.48
	PUD	ACCT #202882098	STREET LIGHTING	20,583.24
	PUD		STREET LIGHTING	32,194.30
176368	PUD	POLE ATTACHMENT SERVICE FEES	SUNNYSIDE FILTRATION	17.92
	PUD		TRANSPORTATION	1,782.98
176369	PULLEN, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.10
	PULLEN, SANDRA		UTIL ADMIN	62.47
	PULLEN, SANDRA		UTIL ADMIN	296.23
176370	PURCELL, IRNE FAY		NON-DEPARTMENTAL	50.98
	PURCELL, IRNE FAY		UTIL ADMIN	62.47
	PURCELL, IRNE FAY		UTIL ADMIN	296.23
176371	RADCLIFFE, VIRGINIA		NON-DEPARTMENTAL	75.43
176372	RAIN FOR RENT	FLANGE, SOCKET, HAULING	SEWER LIFT STATION	1,348.30
176373	RATANA ROSA SHURTZ	INSTRUCTOR PAYMENT	RECREATION SERVICES	81.00
176374	ROBERTSON, LEE	UTILITY TAX REBATE	NON-DEPARTMENTAL	141.26
176375	RONGERUDE, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	370.00
	RONGERUDE, JOHN		MUNICIPAL COURTS	370.00
176376	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.82
176377	RWC INTERNATIONAL	DRAIN PLUG VALVES	ER&R	90.90
176378	SANCHEZ, JORDAN	REIMBURSEMENT EXAM/TESTS	COMMUNITY	535.00
176379	SANDHAR, RAJWANT	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.32
176380	SANMIGUEL, SHELLEY	VIOLENCE DE-ESCALATION	POLICE TRAINING-FIREARMS	322.50
	SANMIGUEL, SHELLEY	INSTRUCTOR COURSE	POLICE TRAINING-FIREARMS	529.00
176381	SASSER, DEANNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.75
176382	SCHMOE, LINDA & TED		UTIL ADMIN	62.47
	SCHMOE, LINDA & TED		NON-DEPARTMENTAL	81.86
	SCHMOE, LINDA & TED		UTIL ADMIN	296.23
176383	SCHROEDER, JANICE		NON-DEPARTMENTAL	61.10
	SCHROEDER, JANICE		UTIL ADMIN	62.47
	SCHROEDER, JANICE		UTIL ADMIN	296.23

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176384	SHARP, ROGER	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.80
176385	SHERWIN WILLIAMS	PAINT	MAINT OF GENL PLANT	201.92
176386	SISKUN POWER EQUIPMENT	CHAIN SAW PART - 299	EQUIPMENT RENTAL	75.79
	SISKUN POWER EQUIPMENT		EQUIPMENT RENTAL	87.71
176387	SMARSH INC	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	-83.22
	SMARSH INC		COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		LEGAL-GENL	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		COMMUNITY SERVICES UNIT	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		COMMUNITY SERVICES UNIT	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		WATER QUAL TREATMENT	62.80
	SMARSH INC		GENERAL	86.35
	SMARSH INC		POLICE INVESTIGATION	102.05
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		EXECUTIVE ADMIN	125.60
	SMARSH INC		SOLID WASTE CUSTOMER	133.45
	SMARSH INC		UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	180.55
	SMARSH INC		POLICE PATROL	549.50
176388	SMITH, KENNETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.28
176389	SMOKEY POINT BOULEVARD	LEGAL FEE REIMBURSEMENT	GMA - STREET	500.00
	SMOKEY POINT BOULEVARD		GMA - STREET	500.00
	SMOKEY POINT BOULEVARD	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	3,265.00
176390	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	877.85
176391	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	123.97
176392	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	103,932.42
176393	SOLID WASTE SYSTEMS	PANELS	ER&R	535.82
	SOLID WASTE SYSTEMS	HYDRAULIC ARM LIFT CYLINDER - J068	EQUIPMENT RENTAL	1,685.61
176394	STEEN, WALTER	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.30
176395	STEWART, DAVE	REFUND - SOCCER	PARKS-RECREATION	90.00

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176396	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.91
176397	STUBBEN, DORIS		NON-DEPARTMENTAL	92.19
176398	SUTTON, GRADY		NON-DEPARTMENTAL	79.41
176399	SWEET, STEVE		NON-DEPARTMENTAL	67.67
176400	TASKER, CAMPBELL		NON-DEPARTMENTAL	34.00
176401	TATISTCHEFF, SARAH	PROTEM SERVICE	MUNICIPAL COURTS	370.00
176402	TAYLOR, DANIEL	BASKETBALL REFEREES - MAR 2025	RECREATION SERVICES	985.00
	TAYLOR, DANIEL	BASKETBALL REFEREES - FEB 2025	RECREATION SERVICES	1,065.00
176403	THIER, TRACY	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.31
176404	THOMSON REUTERS	ONLINE SOFTWARE SUBSCRIPTION	LEGAL-GENL	858.91
	THOMSON REUTERS		LEGAL - PROSECUTION	858.91
176405	TIDWELL, BRISEIDA	REFUND - BARN DILY FEE	PARKS-RECREATION	115.00
176406	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	498.50
176407	TRAUT, ALON	WATER CONSERVATION REBATE	UTIL ADMIN	50.00
176408	TREHARNE, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	63.97
176409	TYPOLT, JANE	WATER CONSERVATION REBATE	UTIL ADMIN	50.00
176410	UTILITIES UNDERGROUND	UTILITY LOCATE SERVICE - FEB 2025	UTILITY LOCATING	796.80
176411	VALENTINE, RANDY & L	UTILITY TAX REBATE	UTIL ADMIN	62.47
	VALENTINE, RANDY & L		NON-DEPARTMENTAL	71.37
	VALENTINE, RANDY & L		UTIL ADMIN	296.23
176412	VAN DAM'S ABBEY	FLOORING	UTIL ADMIN	1,213.19
	VAN DAM'S ABBEY		MAINT OF GENL PLANT	1,213.19
176413	VANDERPOOL, LULA MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	118.27
176414	VEESENMEYER, KAROLIN		NON-DEPARTMENTAL	103.14
176415	VEOLIA WATER TECH	UV PARTS	WASTE WATER TREATMENT	5,250.11
176416	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.98
	VERIZON		PURCHASING/CENTRAL	30.67
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		COMMUNITY SERVICES UNIT	60.03
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	80.02
	VERIZON	WIRELESS SERVICE	FINANCE-GENL	84.16
	VERIZON		POLICE PATROL	100.04
	VERIZON		EQUIPMENT RENTAL	105.14
	VERIZON		EXECUTIVE ADMIN	171.26
	VERIZON		MUNICIPAL COURTS	210.40
	VERIZON		LEGAL - PROSECUTION	257.48
	VERIZON		WATER QUAL TREATMENT	337.38
	VERIZON	WIRELESS MODEMS	POLICE INVESTIGATION	360.13
	VERIZON	WIRELESS SERVICE	FACILITY MAINTENANCE	362.62
	VERIZON		PARK & RECREATION FAC	418.52
	VERIZON		RECREATION SERVICES	418.52
	VERIZON		COMMUNITY	450.46
	VERIZON		COMPUTER SERVICES	475.02
	VERIZON		WATER SUPPLY MAINS	573.36
	VERIZON		SOLID WASTE CUSTOMER	632.10
	VERIZON		SEWER MAIN COLLECTION	686.74
	VERIZON		STORM DRAINAGE	869.90
	VERIZON		GENERAL	993.61
	VERIZON		ENGR-GENL	1,613.16
	VERIZON	WIRELESS MODEMS	POLICE PATROL	1,914.26
	VERIZON	WIRELESS SERVICE	UTIL ADMIN	2,522.52
176417	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 3/12/2025 TO 3/12/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
176418	VICKERS, MARIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	127.51
176419	VILLANEUVA, ARTURO &		NON-DEPARTMENTAL	70.78
176420	WA STATE TREASURER	PUBLIC SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	263.50
	WA STATE TREASURER		GENERAL FUND	51,401.10
176421	WALLER, RANDALL & SA	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.93
176422	WASTE MANAGEMENT	SPECIAL SOLID WASTE SERVICE	WASTE WATER TREATMENT	2,621.64
	WASTE MANAGEMENT		WASTE WATER TREATMENT	2,925.01
176423	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	319.20
176424	WESTERN GRAPHICS	GRAPHICS - V091	EQUIPMENT RENTAL	1,061.18
176425	WESTERN SYSTEMS	UPS POWER MODULE	TRANSPORTATION	3,282.83
176426	WESTERN SYSTEMS	ROCKER SWITCH - H014	EQUIPMENT RENTAL	89.69
176427	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	468.00
176428	WHISTLE WORKWEAR	UNIFORM - DAY	UTIL ADMIN	217.59
176429	WHITE, TAMMY	UTILITY TAX REBATE	NON-DEPARTMENTAL	105.19
176430	WILSON, JACLYN		NON-DEPARTMENTAL	40.35
176431	WINELAND, CARL	INSTRUCTOR PAYMENT	RECREATION SERVICES	120.00
176432	WINNINGHAM, TAYLOR		OPERA HOUSE	793.00
176433	YU, XIAMIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	5.40
176434	ZBIEGIEN, MICHAEL		NON-DEPARTMENTAL	47.39
176435	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	81.19
176436	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	77.79
176437	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	69.75
176438	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	136.07
176439	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	75.40
176440	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	75.19
176441	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	75.61
176442	ZIPLY FIBER	PHONE SERVICE	POLICE ADMINISTRATION	49.40
	ZIPLY FIBER		POLICE PATROL	49.40
	ZIPLY FIBER		COMMUNICATION CENTER	49.40
	ZIPLY FIBER		UTILITY BILLING	49.40
	ZIPLY FIBER		GENERAL	49.40
	ZIPLY FIBER		GOLF ADMINISTRATION	49.40
	ZIPLY FIBER		COMMUNITY	98.81
	ZIPLY FIBER		DETENTION & CORRECTION	98.81
	ZIPLY FIBER		OFFICE OPERATIONS	98.81
	ZIPLY FIBER		GOLF ADMINISTRATION	98.81
	ZIPLY FIBER		CITY HALL	148.22
	ZIPLY FIBER		RECREATION SERVICES	197.62
	ZIPLY FIBER		WASTE WATER TREATMENT	247.02
	ZIPLY FIBER		UTIL ADMIN	247.02
176443	ZURINSKY, DAVID	UB REFUND	WATER/SEWER OPERATION	151.05
176444	ZWIERS, ANNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.81

WARRANT TOTAL: 1,029,461.68

WARRANT TOTAL: \$1,029,461.68



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Steven Miller, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Supplemental Agreement No. 6 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th St NE Corridor Improvement Project.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 6 to the Professional Services Agreement with HDR Engineering, Inc. for the 88th ST NE Corridor Improvement Project.

SUMMARY: Council approved a 30% design contract for the 88th ST NE Corridor Improvement project in May 2018. Council has approved subsequent supplements to the contract to move the design to 60% completion, and to support ROW acquisition for phase 1 of the project, from State Avenue through the 55th Avenue intersection. Currently, advertisement and construction for phase 1 is scheduled to start in 2026. To meet this schedule, final design, permitting, and completion of ROW acquisition support activities must be completed. Staff has reviewed and negotiated with HDR to develop the current proposal for supplement #6, in the amount of \$876,586.86, for a total contract amount of \$3,073,023.39.

ATTACHMENTS:

[HDR Supplemental No. 6.pdf](#)

[HDR_Original_and_Supplementals_1-5.pdf](#)


**Washington State
Department of Transportation**

Supplemental Agreement Number 6		Organization and Address	
Original Agreement Number		HDR Engineering, Inc 555 110th Ave NE, Suite 1200 Bellevue, WA 98004 Phone: (425) 586-5100	
Project Number R1101	Execution Date	Completion Date 06/30/2026	
Project Title 88th ST NE Corridor Improvement Project	New Maximum Amount Payable \$3,073,023.39		
Description of Work Final design and environmental permitting services for phase 1 of the 88th ST NE Corridor Improvement project.			

The Local Agency of Marysville, WA

desires to supplement the agreement entered in to with HDR Engineering, Inc.

and executed on May 18, 2018 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Extend completion date to 06/30/2026

III

Section V, PAYMENT, shall be amended as follows:

Additional scope and fee in the amount of \$876,586.86

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ 3/20/2025

By: _____

Signed by:

Olivia Williams

6EF3C525ED2C4A1...

_____ sultant Signature

_____ Approving Authority Signature

_____ Date

EXHIBIT A
SUMMARY OF PAYMENT

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Supplement #4	Supplement #5 (Time Extension)	Supplement #6	Total
Direct Salary Cost	\$ 221,041.33	\$ 270,670.51	\$ -	\$ -	\$ 12,713.08	\$ -	\$ 294,150.96	\$ 798,575.88
Overhead	\$ 346,659.11	\$ 422,218.92	\$ -	\$ -	\$ 19,706.54	\$ -	\$ 465,905.71	\$ 1,254,490.28
Fixed Fee	\$ 66,312.39	\$ 81,201.14	\$ -	\$ -	\$ 3,813.92	\$ -	\$ 88,245.29	\$ 239,572.74
Direct Non-Salary Costs	\$ 20,341.80	\$ 9,696.00	\$ -	\$ -	\$ 620.00	\$ -	\$ 2,129.90	\$ 32,787.70
Subconsultants	\$ 344,811.00	\$ 216,093.00	\$ -	\$ -	\$ 160,537.79		\$ 26,155.00	\$ 747,596.79
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 197,391.33	\$ -	\$ 876,586.86	\$ 3,073,023.39

EXHIBIT A

88th Street NE Corridor Improvement Project

(State Avenue to 67th Avenue NE)

SUPPLEMENTAL AGREEMENT NO. 6

Scope of Services for Design, Environmental
Documentation & Permitting and Right-of-Way
Support & Coordination Services

January 2025

City of Marysville

Prepared by:



HDR

2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**.

The overall PROJECT is separated into two phases. Phase 1 is defined as 88th Street NE from State Avenue to 55th Avenue NE. Phase 2 is defined as 88th Street NE from 55th Avenue NE to 67th Avenue NE. This Supplemental Agreement No. 6 authorizes additional work necessary for providing engineering final design for the Phase 1 segment of the PROJECT plus environmental and land use permitting of both Phase 1 and Phase 2 of the project. This work is described generally as:

- Engineering Design to advance Plans, Specifications, and Engineer's Opinion of Probable Construction Cost (PS&E) from the 60% design level to the 90%, 100% and Ad-Ready design level;
- Environmental permitting including updating National Environmental Policy Act (NEPA) due to design changes and new information discovered since the last Federal Highway Administration (FHWA) action, and the need for a State Environmental Policy Act (SEPA) determination, City Critical Areas Review, and CITY grading permit.
- Attending progress meetings with CITY Staff; and
- Bidding period support services.

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot-high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the

corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired, and utility facilities will be relocated.

The Original Agreement and Supplemental Agreement Nos. 1, 2 and 3 authorized design efforts to the 60% Design Level. Supplemental Agreement No. 4 authorized Right-of-Way Support and Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor. Supplemental Agreement No. 5 authorized a time extension only.

Scope of Work

This Supplemental Agreement No. 6 scope of work includes additional final design engineering services and preparation of environmental and construction permit applications necessary to facilitate moving the Phase 1 project to construction.

Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 6:

- Notice to Proceed – February 2025
- 90% Submittal - Late April 2025
- 100% Submittal - August 2025
- Advertisement Ready - October 2025
- WSDOT Approval and Funding Obligation - November 2025
- Advertisement - December 2025
- Construction Notice to Proceed – Anticipated March 2026

Project Assumptions

General Assumptions

The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos. 1 through 4.

The CITY shall provide or make available any applicable updates to its codes and standards, relevant as-constructed plans from other projects, and new development plans and records since the PROJECT design was put on hold in 2020.

Additional assumptions are listed in the individual subtask descriptions.

Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services and modifications previously noted in Supplemental Agreement Nos. 1 through 4, except any recent (since 2020) updates of the applicable codes, design manuals, and standard specifications. The project will review the updates to City of Marysville design standards and standard plans and utilize those for the final project PS&E documents.

Project Tasks

The CONSULTANT shall conduct the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

Transfer of funds. Previously authorized work for this Task has been substantially completed. With this supplement, \$16,769.64 in remaining funds will offset a portion of the additional costs of Supplement Agreement #6.

This task will be continuous throughout the duration of the Phase 1 Final Design, which is estimated to be 15 months (January 1, 2025 to March 31, 2026). It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (PMP), Quality Management Plan (QMP), project accounting and project management records to include the additional work of this Supplement Agreement No. 6.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional bi-weekly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

Assumptions:

- The Supplemental Agreement No. 6 project delivery schedule will be updated and will extend through March 31, 2026.
- An estimated 24 bi-weekly project team leadership coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.
- Project Team Meetings will be 1 hour in duration, held virtually and attended by the Project Manager, Design Manager, Discipline Leads, and Subconsultant Leads, as required.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

The CONSULTANT will re-baseline the PROJECT and develop an updated Project Schedule to include PROJECT permitting, Phase 1 final design, and Phase 1 bidding. The schedule will be maintained and updated as necessary during the time of this Supplemental Agreement No. 6. This scope of services assumes a maximum of three (3) progress updates.

Deliverable(s):

- Re-baseline Project Schedule
- Project schedule updates (3 max.)

1.4. Progress Reporting and Invoicing

The CONSULTANT will prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Meetings attended.
- Problems/issues encountered, and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Project Changes: The CONSULTANT will obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports (15)

1.5. Subconsultant Coordination

The CONSULTANT will manage and coordinate with the SUBCONSULTANTS required for the successful completion of the work.

1.6. Project Restart Kick-off Meeting

The CONSULTANT shall prepare for and conduct a Project Restart Kick-off Meeting to initiate the final design efforts for Phase 1. The Kick-Off Meeting agenda will include discussion of remaining overall project needs, areas of responsibility, project scope, budget, and commitments to decision-making and schedule.

CITY Responsibilities:

- Attend and participate in the Project Restart Kick-off Meeting.

Assumption(s):

- The Project Restart Kick-off Meeting will be attended by the CONSULTANT Project Manager, Design Manager, and up to nine (9) Discipline Leads; CITY Engineer, CITY Project Manager, Permitting Lead; and other CITY staff as may be determined by the CITY Project Manager.
- Re-kickoff meeting is anticipated to be held via Microsoft Teams and will last 1.5 hours in duration.

Deliverable(s):

- Project Restart Kick-off Meeting agenda and summary notes, delivered electronically (PDF) to participants within 5 working days of the meeting.

1.7. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 6 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

Transfer of funds. Previously authorized work for this Task has been substantially completed. With this supplement, \$10,016.62 in remaining funds will offset a portion of the additional costs of Supplement Agreement #6.

The CONSULTANT will extend the Client Communications Plan developed as part of the Original Agreement to include the work authorized by this Supplemental Agreement No. 6. The revised Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager containing information on project issues, status and schedule, and identifying information or decisions needed from the CITY;

Project updates regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings. This includes review of impacts to PROJECT Phase 2 as necessary.

CITY Responsibilities:

- Timely review of bi-weekly 5/15 Reports and response with questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Public Works Department Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 15 additional (monthly) Client Coordination Meetings included in this supplement, held either virtually or at the CITY Public Works Department Offices.
- CONSULTANT participation will include the Project Manager, and/or Design Manager. Additional CONSULTANT staff may participate via conference call, if required.

Deliverable(s):

- Bi-weekly reports (30 additional)
- Monthly Client Coordination Meeting agendas and summary notes (15)

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

Transfer of funds. Previously authorized work for this Task has been substantially completed. With this supplement, \$10,605.89 in remaining funds will offset a portion of the additional costs of Supplement Agreement #6.

The CONSULTANT will conduct a formal submittal quality assurance / quality control (QA/QC) process for the Phase 1 90%, 100%, and Ad-Ready submittals. The QA/QC efforts will be accomplished in accordance with the PROJECT Quality Management Plan.

Assumption(s):

- CONSULTANT will conduct an internal QA/QC process on submittal documents prior to transmittal to the CITY.
- A Quality Assurance Checklist will be completed for each submittal package and documented in CONSULTANT internal project files.
- 90% and 100% PS&E will not be stamped and will be marked "Not for Construction".

Deliverable(s):

- There are no formal deliverables for this task.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

There are no changes to this Task included in this Supplemental Agreement No. 6. Requests and collection of additional data is included in other tasks.

TASK 5. SURVEY AND MAPPING

This Supplemental Agreement No. 6 makes no changes to this Task.

Transfer of funds. With this supplement, \$37,675.41 in remaining funds from this Task 5 are transferred to Task 15 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #6.

TASK 6. GEOTECHNICAL ENGINEERING

Transfer of funds. Previously authorized work for this Task has been substantially completed. With this supplement, \$5,000.00 in remaining funds will offset a portion of the additional costs of Supplement Agreement #6.

CONSULTANT will provide geotechnical engineering services needed to support final design of the Phase 1 portion of the project. CONSULTANT services include:

Update Geotechnical Recommendations: The CONSULTANT will update the recommendations provided in the existing draft geotechnical report to reflect the proposed Phase 1 improvements. These updates will include stormwater infiltration, signal pole foundation, and pavement design recommendations.

Quality Assurance / Quality Control (QA/QC): The CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

Revised Draft Geotechnical Engineering Report: The CONSULTANT will revise the existing draft geotechnical report to only include recommendations related to the proposed Phase 1 improvements. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

Miscellaneous Geotechnical Coordination and Analysis: The CONSULTANT will provide up to 20 hours of miscellaneous geotechnical coordination and analysis. This effort will address questions and changes to the design that have geotechnical implications and occur between publishing of the revised draft report and final report.

Project Coordination Meetings: The CONSULTANT will attend up to four (4) project coordination meetings. The CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the city and the design team.

Finalize Geotechnical Engineering Report: Upon receiving all review comments, the CONSULTANT will finalize the Phase 1 draft geotechnical report. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan

showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

100 Percent Plan and Specification Review: The CONSULTANT will conduct a review of the 100 percent project plans to verify that the geotechnical aspects of the project have been incorporated into the project documents.

A letter will be produced after review of the 100% documents for conformance with the geotechnical design and construction recommendations for the project.

Geotechnical Task Management: The CONSULTANT will provide geotechnical task management for geotechnical related aspects of the project. The CONSULTANT will correspond with the CITY and the design team in the form of emails and telephone calls, as necessary.

Assumptions:

- Project Phase 2 Final Geotechnical Report will be scoped in a future supplement for Phase 2 Final Design
- No geotechnical exploration as part of this scope of work.
- Team meetings will be limited to 4, be virtual in nature, and last a maximum of 1 hour each.
- No additional stormwater infiltration explorations will be required beyond what has been completed to date.
- The structural earth walls (SEWs) will be designed by the Contractor. Internal stability and facing analyses will not be performed as part of this Supplement Agreement No. 6.
- No additional groundwater monitoring will be completed.
- Existing groundwater monitoring wells will be decommissioned by the Contractor during construction and no well decommissioning will be included as part of the CONSULTANT'S scope.

Deliverables:

- Revised Draft Phase 1 Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Final Phase 1 Geotechnical Engineering Report (Electronic copy as Adobe PDF and 3 paper copies)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)
- Review Conformance Letter at 100% Project Milestone (Electronic copy as Adobe PDF)

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

The objective of this task is to evaluate the existing infrastructure and develop recommendations for portions of these systems to be retained, replaced, or supplemented, and incorporate the recommendations into a preferred alternative for the corridor.

Design efforts authorized by this Supplemental Agreement No. 6 will advance based on the result of 60% Design with updates as required to address design development for other elements of the corridor such as stormwater and franchise utilities. Task 15 addresses franchise utility coordination.

7.1. Conditions and Capacity Analysis

This Supplemental Agreement No. 6 makes no changes to this sub-task.

7.2. 30% Submittal

This Supplemental Agreement No. 6 makes no changes to this sub-task.

7.3. 60% Submittal

This Supplemental Agreement No. 6 makes no changes to this sub-task.

7.4. 90%, 100%, and Ad-Ready Submittals

The CONSULTANT will develop the 90% plans, including addressing CITY Review Comments from 60%, to the 100% design and Ad-Ready Design levels. Task 15 outlines the PROJECT submittal components including the Submittal Sheet List. It is the intent of this scope of services to include CITY water main and sanitary sewer design efforts under Task 7 for inclusion in the PROJECT PS&E documents identified in Task 15.

Water and Sanitary Sewer Plans, Profiles, and Details

CONSULTANT will develop a potholing program to verify existing water main tie-in locations, depths and sizes, and select critical locations and depths of side sewer tie-in points. Documentation will consist of pothole locations shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. The CONSULTANT will perform a field verification check of the pothole locations. A maximum of 20 pothole locations will be identified in this scope of work.

Potholing will be performed at the start of 90% Design efforts. CITY utility information either gathered from pothole data or from utility as-built plans will be 3D modeled and used to identify conflict locations as well as shown in the drainage and retaining wall profiles.

Assumptions(s):

- Existing valves and manholes will require “measure down” options performed by CITY. This Supplemental Agreement No. 6 does not include potholing by CONSULTANT. CITY will administer potholing via separate contract after coordination of potholing program. Potholing results will be provided to the CONSULTANT in pdf format.
- Relocation of franchise utilities such as gas, telecommunications, and electrical utilities and associated appurtenances will be designed by others.
- Profiles of relocated franchise utilities such as gas, telecommunications, and electrical utilities will not be shown as part of the 90% design submittal as this will be currently under design by others. These utilities will be shown on the 100% design submittal utilizing the franchises final design.
- Horizontal location of water, sewer, and franchise relocations within the right-of-way will be based on 60% plans and City Review Comments. Modifications to the horizontal alignment of these utilities beyond those noted in the City Review Comments will be considered Additional Services.
- Parcels adjacent to the 88th Street NE Corridor are currently served by City of Marysville water and sewer; and no new side sewer services are required.

Deliverable(s):

- Utility Plans, Utility Profiles, and Utility Details (incorporated into the overall Phase 1 Submittal Packages).

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 10. DESIGN REPORT

The CONSULTANT shall prepare a Design Report to document the basis of design, coordination with stakeholders, site conditions, and other information supporting the development of the corridor design. This Supplemental Agreement No. 6 provides for an update to the Design Report to include final documentation at the 90% design submittal.

10.1. Design Report – 30% Submittal

This Supplemental Agreement No. 6 makes no changes to this sub-task.

10.2. 60% Design Report Update

The CONSULTANT will update the 60% Design Report for use with Task 13 efforts. This update will confirm the Biological Opinion requirements are met for the PROJECT.

10.3. Phase 1 Final Design Report Updates

The CONSULTANT will compile notable stand-alone documentation and reports ahead of the final Ad-Ready submittal as part of final design.

Assumptions(s):

- Stormwater design report will follow the current City adopted manual and will not follow the 2024 Department of Ecology Manual.

Deliverable(s):

- Updated 60% Design Report
- Draft Stormwater Site Plan (Drainage Design Report)
 - Includes Draft Stormwater Pollution Prevention Plan (SWPPP)
- Final Stormwater Site Plan (Drainage Design Report)
 - Includes Final SWPPP
- Updated Design Criteria Table
- Updated Lighting and Traffic Design Memorandum

TASK 11. 30% DESIGN

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 12. VALUE ENGINEERING STUDY

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

13.1. Wetlands and Stream Verification

CONSULTANT will review pertinent background information and visit the project corridor in order to verify wetlands and streams within the study area. Field review will re-confirm wetland and stream boundaries and stream ordinary high-water mark (OHWM) determinations, as well as update ratings and categorizations as necessary, from the results of the 2022 Wetland and Stream Delineation Report.

Wetlands will be delineated using the three parameter methods described in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), as updated by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (U.S. Army Corps of Engineers 2010). Streams will be delineated using Corps of Engineers and Ecology guidance.

Wetland boundaries and the OHWM of streams will be marked in the field with visible plastic flagging, as required by Marysville Municipal Code (MMC) 22E.010.330(2)(b) and documented with appropriate data sheets. If the boundaries of wetlands and streams have changed since 2018, the boundary flags indicative of boundary changes will be distinguished from other boundary flags and recorded, in order to convey these boundary changes to the survey team. Boundary and OHWM changes will be picked up by the survey team following the wetland and stream verification field work.

Wetlands will be rated according to CITY and Ecology methods.

To support the Critical Areas Report, presence of fish and wildlife use of the study area and priority habitats will be noted where encountered during wetland and waterbody verification field work.

Assumption(s):

- Rights-of-entry (ROE) to private properties shall be provided by the CITY, in writing, prior to initiation of field efforts.
- CONSULTANT will telephone property owners one to two days prior to field work to remind them of pending field work. Contact information to be provided by CITY.

Deliverable(s):

- Wetland and stream delineation field work notes and GIS data, available upon request.
- Sketch map of boundary changes for survey.

13.2. Wetland and Stream Delineation Report Addendum

CONSULTANT will update the 2022 Wetland and Stream Delineation Report with findings from updated field review of wetland and stream boundaries. Wetland and stream classifications and data forms will be included. This will include a GIS-based Existing Conditions Mapbook illustrating these aquatic critical areas and their regulatory buffers.

Deliverable(s):

- Draft and Final Wetland and Stream Delineation Report Addendum with updated Existing Conditions Mapbook (electronic, pdf file).

13.3. City of Marysville Critical Areas Report

The Critical Areas Report (CAR) documents impacts and identifies conceptual mitigation per CITY requirements. The CAR builds upon information already developed for the Wetland and Stream Delineation Report, Geotechnical Report and Biological Assessment.

The CAR will abide by the reporting requirements of MMC 22E.010.330(2)(d-f) which, in addition to mapping and descriptions of wetlands, streams, and fish and wildlife habitat, requires a summary of proposed wetland and buffer alterations, proposed habitat and buffer alterations, impacts, mitigation sequencing and conceptual compensatory mitigation, and the need for the alterations as proposed. The report will identify the general extent and location of PROJECT critical areas as defined by the CITY including wetlands, streams, liquefaction zones, habitat areas and their buffers in the study area.

Assumption(s):

- The CAR will not take the place of a draft and final compensatory mitigation plan. According to MMC 22E.010.140 Wetland Mitigation Plan Requirements, where it is determined by the CITY that compensatory wetland mitigation is required or appropriate, a mitigation plan shall be prepared. That will be addressed within Task 13.6.

Deliverable(s):

- Draft and Final Critical Area Report (electronic, in PDF and WORD).

13.4. NEPA Documentation Update and Approvals

CONSULTANT will update the preliminary NEPA Environmental Classification Summary form (ECS) prepared for this project and, as needed, update supporting documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents.

- CONSULTANT will coordinate with the WSDOT Highways and Local Programs Area Engineer to convey design changes from the 30% design (which was the basis for the initial NEPA documentation and ESA Consultation) to the 60% design currently available.
- CONSULTANT will update NEPA supporting documents, particularly the NEPA ECS form and the Hazardous Materials Analysis Technical Memorandum with information discovered regarding the history of buried petroleum tanks at the “A-N-D” site, for which a partial construction easement will be required.
- CONSULTANT will coordinate with WSDOT to address comments on the NEPA ECS form and the environmental documentation previously approved for the PROJECT.

Assumption(s):

- Endangered Species Act consultation will not need to be re-opened.
- The NEPA update will be based on the 60% design milestone.

Deliverable(s):

- Draft and Final updated ECS form (electronic files)
- Draft and Final updated Hazardous Materials Analysis Technical Memorandum (electronic files)

13.5. Environmental Permit Support

Phases 1 and 2 of the PROJECT will require local and state environmental approvals. The PROJECT will require a City of Marysville Clearing and Grading Permit. This, in turn will trigger review according to the State Environmental Policy Act (SEPA), and Critical Areas Review. Phases 1 and 2 will each require coverage under the NPDES Construction General Stormwater Permit. Construction coverage for each phase will be applied for separately due to the anticipated construction dates for the phases.

Phase 2 of the PROJECT will require a US Army Corps of Engineers (USACE) Clean Water Act, Section 404 Permit and Section 401 Water Quality Certification for wetland and stream impacts and a Washington Department of Fish and Wildlife Hydraulic Project Approval.

CONSULTANT will prepare environmental permit applications for Phases 1 and 2, as noted below. Additionally, CONSULTANT will provide additional support services during permit acquisition. Permit support services may include phone calls, e-mail coordination, virtual or in-person meetings, and site visits with regulatory agency personnel.

CONSULTANT Services:

City of Marysville Permits

- Prepare and submit application for Pre-application Conference, per MMC 22E.010.330-Permit Process and Application Requirements.
- Attend pre-application conference to support the project and compile notes of discussion.

- Prepare and submit SEPA Grading Checklist and application to City of Marysville that addresses both phases of the project. This submittal will include the following elements:
 - Land Use Application
 - Cover Letter
 - Vicinity map
 - Site Plan
 - Preliminary Civil Plans with Grading, Clearing, or temporary erosion and sediment control (TESC) plan
 - Wetland and Stream Delineation Report
 - Geotechnical Report
 - Critical Areas Report
 - Drainage Report
 - Environmental Checklist
- Provide permit acquisition support and contact with the reviewers after application submittal, coordinate responses to agency comments from the design team, and work to verify conditions of approval are incorporated into the design set.

Federal Section 404 Clean Water Act Permit and Section 401 Water Quality Certification—Phase 2

- Prepare application for a pre-application conference with USACE.
- Attend pre-application conference to support the project and compile notes of discussion.
- Prepare and submit a Section 401 Water Quality Certification (WQC) pre-filing meeting request for submittal to the Washington Department of Ecology (Ecology).
- Attend Pre-filing meeting with Ecology to support the project and compile notes of discussion.
- Prepare and submit a Section 401 Water WQC request to Ecology.
- Prepare up to 8 JARPA specific graphics using CAD and GIS.
- Prepare and submit Joint Aquatic Resources Permit Application (JARPA) form to the USACE and Washington Department of Ecology.
- Provide permit acquisition support and maintain periodic contact with the reviewers after application submittal, coordinate responses to agency comments from the design team, and verify conditions of approval are incorporated into the design set.

WDFW Hydraulic Project Approval

- Prepare and submit Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA) online application. (Phase 2 only)

NPDES Construction General Stormwater Permit

- Prepare and submit Notices of Intent (NOI) to use Washington State Construction Stormwater General Permit (CSWGP) for each phase of the project separately.

Ecology Grant Requirements

The CITY has entered into Agreement No. WQC-2024-MaryPW-00205 with Ecology. The following items will be completed by CONSULTANT per the Ecology agreement:

- Ecology Cultural Resources Review Form
- Ecology Inadvertent Discovery Plan (IDP)

- SEPA Checklist
- Design Report (See Task 10.2)
- Design Package
- Project area shapefile or geodatabase file

Client Responsibilities:

- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.
- Sign SEPA checklist and permit application forms.
- Provide public notification mailing, distribution, posting at public facilities and onsite posting, as required.
- Pay any fees associated with Permit submittals.

Assumption(s):

- City Critical Areas Review, Clearing and Grading Review, and SEPA review will occur simultaneously, with one application process.
- A Pre-submittal Pre-application Conference with the City of Marysville will be required.
- JARPA submittal, SEPA checklist, and Critical Areas Report will evaluate one iteration of design at 60% milestone.
- Ecology will require a pre-filing meeting for this project.
- This project will be authorized by the USACE under a Nationwide Permit. Scope and budget to support an Individual Permit is outside the scope of this AGREEMENT.
- Each document is limited to one review and revision cycle each by CITY and Regulatory Agencies.
- Changes to the project description and/or project area may necessitate modifications to this scope of services.
- Scope and budget to support a SEPA appeal is outside the scope of this AGREEMENT.
- No Shoreline permitting will be required for this project.
- Permit acquisition support includes PROJECT support and involvement with Pre-application and pre-filing meetings. If additional hours are needed for permit acquisition support, such additional hours may be authorized subject to an additional scope amendment.
- Permit acquisition support does not include construction support or permit compliance that may be needed during and following construction. Such tasks may include fish exclusion and relocation, freshwater mussel relocation, and TESC monitoring according to the requirements of the CSWGP. These tasks may be provided subject to a future amendment.

Deliverable(s): *(Deliverables are provided electronically, in WORD and/or pdf format)*

- Pre-application Conference application for City of Marysville.
- Notes from pre-application Conference application with City of Marysville.
- Draft and Final SEPA Checklist (electronic), and compilation of SEPA Grading submittal requirements.
- Draft and Final pre-application meeting request for USACE.
- Notes from pre-application meeting with USACE.
- Draft and Final pre-filing meeting request and 401 WQC request to Ecology (electronic).
- Notes from pre-filing meeting with Ecology

- Draft and Final JARPA and submittal to USACE and Ecology.
- Draft and Final online Hydraulic Project Approval application and submittal.
- Draft and Final Notices of Intent to use CSWGP for complete PROJECT.
- Ecology Grant required documents

13.6. Mitigation Bank Use Plan –Optional Task

The PROJECT will likely result in unavoidable adverse impacts to wetlands or streams, such that compensatory mitigation may be required by Federal, State, or local agencies. If necessary and if then authorized, CONSULTANT will prepare a Bank Use Plan to propose use of a programmatic mitigation site (either the City of Marysville’s approved Advance Mitigation Site or an approved mitigation bank) to compensate for unavoidable wetland impacts caused by the PROJECT. The Mitigation Bank Use Plan would be prepared according to USACE and Ecology guidelines and in accordance with the Mitigation Bank Instrument for the selected programmatic mitigation site.

CITY Responsibilities:

- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.

Assumption(s):

- Development of a permittee responsible comprehensive mitigation plan or Critical Areas Enhancement Plan, should use of a programmatic mitigation site become infeasible, is not included in this scope of services but may be added with an amendment.
- Changes to the project description and/or project area may necessitate modifications to this scope of services.

Deliverable(s):

- Draft and Final Mitigation Bank Use Plan (electronic)

TASK 14. 60% DESIGN

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 15. FINAL DESIGN PACKAGES – PHASE 1 – PS&E

The CONSULTANT shall follow the guidelines set forth in the CITY's Design Standards and Plans Preparation Manual when preparing the final design packages for Phase 1 90%, 100%, and Ad-Ready plans, specifications, and estimate.

Transfer of funds. With this supplement, \$42,894.14 in remaining funds from other underrun Tasks are transferred to Task 15 to re-balance the overall project budget and offset a portion of the additional costs of Supplement Agreement #6.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided and current layout of the design of the corridor. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements for Phase 1.
- Final design packages will be developed to provide review submittals for Phase 1 90% and Phase 1 100%. Following resolution of review of the 100% package, a Phase 1 Ad-Ready package will be provided for advertisement.

15.1. Phase 1 Final Design Plans

The CONSULTANT will further develop the 60% plans to an Ad-Ready plan level including the anticipated sheet list for Phase 1 final design as summarized in the following table:

Submittal Sheet List for Phase 1 Final Design

Sheet Description	Phase 1 Final Design
Cover Sheet with Vicinity Map and Index	2
Legend, General Notes, Abbreviations, and Project Key Map	2
Roadway Typical Sections	4
Alignment, Profile, and ROW Plans	13
Site Preparation Plans	12
TESC Notes and Details	1
Temporary Erosion and Sedimentation Control (TESC) Plans	12
Paving Plans	12
Paving Details	5
Intersection and Curb Ramp Grading	10
Driveway Plan and Profiles	46
Drainage Plans	12
Drainage Profiles	10

Drainage Details	7
Pavement Marking and Signing Plans	12
Signing Schedule and Details	3
Illumination Plans and Details	13
Traffic Signal Plans and Details (2 Intersections + 1 RRFB)	16
Interconnect Plans	6
Landscape Plans	12
Landscape Details	4
Water Plans, Profiles, and Details	16
Sanitary Sewer Plans, Profiles, and Details	16
Franchise Utility Relocation Reference Plans	12
Staging and Traffic Control Sequencing Notes	1
Staging and Traffic Control Plans	20
Total Number of Plan Sheets	279

15.1.1. General Sheets

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

15.1.2. Roadway Design

Roadway Typical Sections

Roadway sections will be developed for 88th Street NE denoting roadway widths, right-of-way widths, sidewalks, bike lanes, landscaping, pavement design, wall locations, and traffic lanes. It is assumed that cross street work will be minor and will be able to be built using plan and detail sheets only – no roadway sections will be required. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced.

Alignment, Profile, and Right-of-Way (ROW) Plans

CONSULTANT will prepare a set of alignment tables and plan sheets for survey control, monumentation, and roadway alignments. The alignment tables and plan sheets will list necessary curve details for proposed centerline alignments, horizontal and vertical control data, existing ROW information based on CITY-provided

title reports, and reference-level proposed ROW information such as proposed ROW and temporary construction easement limits.

Site Preparation Plans

CONSULTANT will define the site preparation and demolition activities, including items to be abandoned, salvaged, recycled or removed, and identify facilities and environmentally sensitive areas that need to be protected during construction. Site preparation plans will include surface feature items, such as pavements (by type), sidewalk, curbs, walls, and miscellaneous structures. Demolition required for utilities, drainage features, signing, signalization and illumination will not be included in these drawings and will be shown on the relevant discipline drawings. Cut/fill lines will be shown on the site preparation plans.

Paving Plans and Details

CONSULTANT will prepare roadway paving plans that will show paving extents, pavement material types, curb and gutter, raised medians, sidewalks/shared pathways, and bike lanes. The plans will also show curb returns, tapers, intersection layouts, proposed driveway accesses, and other pertinent surface features. The paving details will include some design details for atypical curbs, paving, and layout of flatwork features not captured by the standard plans.

Intersection and Curb Ramp Grading

CONSULTANT will design intersection grading to tie into the existing cross street's existing terrain.

Intersection curb radii will be designed including curb radii tables with locations and elevations for PC, PT, quarter points, low points, and curvature staking information including radius, length of curve, tangent, and delta. Curb ramps will be located at each intersection corner, and up to one mid-block crossing. Curb ramps will be designed in accordance with ADA and PROWAG requirements:

INTERSECTION	# CURB RAMPS	# BIKE RAMPS
STATE AVENUE	--	--
44TH DR NE	8	--
45TH DR NE	8	--
MID-BLOCK CROSSING #1	2	--
46TH DR NE	4	--
47TH DR NE	4	--
48TH DR NE	8	--
49TH DR NE	4	--
51ST AVE NE	8	2
52ND AVE NE	4	--
52ND DR NE	4	--
55TH AVE NE	8	--

It is assumed that the need for ADA Maximum Extent Feasible (MEF) documentation will be minimal on this PROJECT due to relatively flat grading in existing conditions. It is assumed that up to 6 ramps will require the documentation.

Driveway Plan and Profiles

CONSULTANT will design grading to tie into the existing terrain at private properties adjacent to the corridor. This includes driveway grading to match into existing properties. Additional property interface elements such as modifications to existing parking layouts or walkway connections will be noted. Relocations of mailboxes will be shown on the plan. Profiles will be created for each of these driveway locations with accompanying plan view at a scale of 1" = 5'. Each sheet will provide design information for roughly 1 property and up to 2 driveway profiles.

Pavement Marking and Signing

CONSULTANT will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will typically match paving limits. Signing will show the location of new signs and will conform to the current edition of the MUTCD and the CITY's signing guidelines. Sign schedules will be provided for both the existing corridor signage and the proposed signing with location information, mounting/installation guidance, and associated sign design details.

15.1.3. Stormwater Design

With PROJECT grant funding tracking requirements, Stormwater Design is scoped under a separate task (Task 21). Plans production will follow Task 15 definitions.

15.1.4. Signal, Illumination, and Interconnect Plans and Details

The CONSULTANT will prepare plans and details for signal, illumination, RRFB crossings, and ITS work elements.

CONSULTANT will include ITS elements per direction from CITY staff and CITY standards. The CITY will provide standard details and specifications for the ITS system components. The CONSULTANT will design interconnect along the corridor which is future compatible to providing a fiber connection between State Avenue and 67th Avenue NE.

15.1.5. Traffic and MOT Design

Staging and Traffic Control Plans

CONSULTANT will develop basic traffic control narrative and sequencing plan for construction of roadway, utility, drainage, illumination, and traffic signal improvements.

15.1.6. Landscape Design

Landscape Plans and Details

CONSULTANT will develop landscape plans based on CITY's direction and input to select appropriate plantings within the ROW to provide a consistent look and feel of the corridor.

Landscape plans shall include tree placement, size and species, areas where shrubs and groundcover shall be planted, stormwater facilities, slope stabilization measures and on-site environmentally sensitive restoration/mitigation, where applicable. Details and schedules for planting shall be included.

Where focused areas of planting occur, and irrigation is directed by the CITY to be provided, the CONSULTANT shall prepare a draft performance based special provision for a contractor designed and constructed system. The CONSULTANT shall identify irrigation meter location/type/size, and power source within the appropriate plan series.

15.1.7. Franchise Utilities Coordination

The CONSULTANT will take an active role in coordinating with private utilities affected by the proposed improvements. This task will focus on identifying conflicts between franchise utilities and proposed project improvements and working with the utilities to relocate their facilities to avoid conflicts. Effort included under this section is as follows:

- Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- Review utility relocation plans and incorporate final relocations into CITY contract plans and specifications.
- Coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements.
- Conduct Utility Coordination Monthly meetings, as needed, to discuss conflicts, proposed relocations, timing of relocations, and status of project schedule.
- Conduct one-on-one utility coordination workshop meetings to coordinate specific relocation plans with utilities. These meetings would include a single franchise utility meeting with the CONSULTANT and the CITY Project Managers.
- Development of a potholing program to verify existing franchise utility location, depth and size. Critical pothole locations will be determined during the design phase and coordinated with the various utility owners. Documentation will consist of pothole locations shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. The CONSULTANT will perform a field survey location check of the pothole locations.

Assumption(s):

- CONSULTANT's franchise utilities coordination efforts will include up to 6 Joint Franchise Utilities Coordination Meetings, each lasting a maximum of 2 hours; and phone / email correspondence with

individual utilities (total maximum of 16 hours). The Joint Franchise Utilities Coordination Meetings will be held virtually and scheduled / organized by the CONSULTANT.

- CONSULTANT will facilitate up to 2 joint site visit meetings as part of the franchise utilities coordination efforts. These meetings will follow milestone deliverables at 90% and 100% stages to confirm relocation options in the field.
- Potholing of CITY utilities will be conducted by the CITY under separate contract. Potholing of private utilities will be conducted by the pertinent purveyor directly and data provided to the CONSULTANT.
- Franchise utility potholing will be performed at the start of 90% Design efforts. Franchise utility information either gathered from pothole data or from franchise utility system maps will be 3D modeled and used to identify conflict locations as well as shown in the water, sewer, drainage and retaining wall profiles. Utility data and any franchise utility relocations will be incorporated into the 90% plans and profiles.
- Franchise utilities will provide initial relocation designs at least 2 months prior to 90% Submittal.
- Non-CITY Utilities may include:
 - Puget Sound Energy – Natural Gas Main
 - Snohomish PUD – Transmission and Distribution Power
 - Comcast – Cable TV / Fiber Optics
 - Lumen – Telephone Communications/Fiber Optics
 - Zply – Telephone Communications/Fiber Optics
 - Wave (Astound) - Broadband/Fiber Optics
- CITY Utilities include:
 - Water Main (see Task 7)
 - Sanitary Sewer (see Task 7)
 - Stormwater (See Task 21)
 - Traffic and Illumination Conduit / Fiber (See Traffic Design)

15.2. Phase 1 Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions. The CITY will supply boilerplate up front and Division 1 specifications in a Microsoft Word format. CONSULTANT will create a "run-list" and edit the boilerplate version by supplementing project specific information and pertinent WSDOT GSPs per the WSDOT 2025 Standard Specifications. The CONSULTANT shall keep a current project "run-list" of project special provisions and rerun the batch program prior to each submittal stage.

15.3. Phase 1 Estimate

CONSULTANT shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that a cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be

prepared using standard unit costs and lump sum prices. The 90% opinion of probable cost shall include contingencies for elements not yet fully defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

15.4. Phase 1 90% Submittal

CONSULTANT shall provide documents for the 90% Design PS&E submittal to the CITY electronically.

Deliverable(s):

- 90% Plans
- 90% Specifications
- 90% Engineer's Opinion of Probable Cost Estimate
- 90% Design Report Update
- 60% Comment Responses
- Project Corridor Roll Plot

15.5. Phase 1 100% Submittal

CONSULTANT shall provide documents for the 100% Design PS&E submittal to the CITY electronically.

Deliverable(s):

- 100% Plans
- 100% Specifications
- 100% Engineer's Opinion of Probable Cost Estimate
- 100% Design Report Update
- 90% Comment Responses
- Project Corridor Roll Plot

15.6. Phase 1 Ad-Ready Submittal

CONSULTANT shall provide documents for the Ad-Ready Design PS&E submittal to the CITY electronically.

Deliverable(s):

- Ad-Ready Plans
- Ad-Ready Specifications
- Ad-Ready Engineer's Opinion of Probable Cost Estimate
- Ad-Ready Design Report Update
- 100% Comment Responses
- Project Corridor Roll Plot

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 17. REAL ESTATE SERVICES

This Supplemental Agreement No. 6 makes no changes to this Task.

Transfer of funds. With this supplement, \$5,218.73 in remaining funds from this Task 17 are transferred to Task 15 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #6.

TASK 18. FUNDING SUPPORT

This Supplemental Agreement No. 6 makes no changes to this Task.

TASK 19. BIDDING PHASE ASSISTANCE

The objective of this task is to provide assistance to the CITY during the advertisement for construction and bidding phase in order to provide information to prospective bidders to support a competitive bidding environment.

CONSULTANT will provide written responses to questions and requests for clarification to the contract documents submitted to the CITY during the bidding period. Responses will be provided in Microsoft Word format and submitted to the CITY for inclusion in contract addenda.

CONSULTANT will evaluate Bidder requests for alternative ("or equal") approvals during the bidding phase.

CONSULTANT will prepare for, attend and participate in the Pre-Bid Conference, to the extent that one may be deemed necessary.

CONSULTANT will assist the CITY in preparing addenda.

CONSULTANT will attend the Bid Opening; however, will not actively participate in the opening of bids.

CITY Responsibilities:

- Record, consolidate, and deliver Bidder questions and requests for contract document interpretations to the CONSULTANT in timely fashion.
- Schedule, organize, and conduct the Pre-Bid Conference, if deemed necessary.
- CITY will issue addenda.

Assumption(s):

- This PROJECT will be bid as one construction project for Phase 1.
- Pre-Bid Conference will be held at the City of Marysville Public Works Offices– maximum labor effort for two CONSULTANT staff at 4 hours per staff member.
- Conformed PS&E documents will include modifications based on addenda responses during bidding. These clean documents will be “released for construction” and provided at the conclusion of the bidding phase.
- The budget for this task is limited to that amount shown in the project budget. Work beyond the budgeted amount will be considered extra work.

Deliverable(s):

- Written responses to Bidder’s questions and requests for interpretations and evaluation of acceptable alternate (“or equals”).
- Addenda to the Contract Documents
- Conformed set of contract documents.

TASK 20. PUBLIC INVOLVEMENT

CONSULTANT will prepare an event plan, develop informational materials for and attend an in-person open house to present PROJECT materials to the public prior to construction. CONSULTANT will develop notifications for the event, including direct mail, email, social media posts, and a flyer. CONSULTANT will collaborate with the CITY to produce a 15-minute presentation on the PROJECT. CONSULTANT will gather feedback/comments received during the open house and will deliver a summary package to the CITY.

Assumption(s):

- This PROJECT will have one open house for Phase 1. The open house will be attended by up to four CONSULTANT representatives.
- CITY to review and approve content and deliverables issued to the public prior to distribution or presentation.
- CONSULTANT will lead the notification process for the open house.

- Up to 1 rollplot of the project improvements and 3 large format boards will be produced.
- Large format boards will include a project schedule, typical cross section, and construction expectations.
- CONSULTANT will not bring materials to the event outside of the printed materials such as rollplots, comment cards, and boards.
- CITY is responsible for reserving and paying fees to the venue if it's decided to hold the event closer to the project site and outside of City Hall. CONSULTANT will lead the scheduling process for the open house.
- CITY is responsible for paying costs associated with printing and postage for postcard mailers.

Deliverable(s):

- Open house plan (Word format)
- Postcard
- Flyer
- Social media posts (up to 10)
- Roll Plot
- Presentation (PowerPoint format)
- Open house comment summary package from comment cards (Word format)

TASK 21. STORMWATER DESIGN

Design efforts authorized by this Supplemental Agreement No. 6 will advance based on the result of 60% Design with updates as required to address design development for other elements of the corridor such as stormwater and franchise utilities. Task 15 addresses plans production submittal requirements.

Drainage Plans, Profiles, and Details

CONSULTANT will prepare plans and details for the stormwater design, including plan and profile views of the proposed stormwater conveyance system, best management practices (BMPs) for meeting Minimum Requirements, connections to the existing stormwater systems, and nonstandard drainage details.

The stormwater design will adhere to the requirements of the City's Drainage and Erosion Control Design Standards and the Minimum Requirements as outlined in the 2019 Stormwater Management Manual for Western Washington (SWMMWW).

CONSULTANT will prepare a Stormwater Site Plan (SSP), drainage report, to the outline provided in Appendix A of Chapter 1 of the City's Engineering Design & Development Standards.

Temporary Erosion Control

CONSULTANT will prepare temporary erosion and sediment control (TESC) plans and details which show erosion and sedimentation controls measures to be used for this project.

The TESC will be prepared in accordance with the CITY requirements and the 2019 SWMMWW.

Stormwater Design Assumptions:

- Project will continue to be designed around the 2019 Stormwater Management Manual for Western Washington (SWMMWW) and does not need to follow revised requirements found in the 2024 SWMMWW or the 2024 Phase II NPDES Stormwater Permit.
- SSP will continue to be written for all phases of the project (State Ave. to 67th Ave.). Calculations and writeup in SSP for areas outside of Phase 1 (State Ave. to 55th Ave.) will not be updated over what was previously developed for 60% submittal.
- Stormwater modeling for treatment and flow control will be completed using WWHM 2012.
- Stormwater pumping is not required.
- Deliverables for this task are incorporated into the Task 15 deliverables.

EXHIBIT A
SUMMARY OF PAYMENT

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Supplement #4	Supplement #5 (Time Extension)	Supplement #6	Total
Direct Salary Cost	\$ 221,041.33	\$ 270,670.51	\$ -	\$ -	\$ 12,713.08	\$ -	\$ 294,150.96	\$ 798,575.88
Overhead	\$ 346,659.11	\$ 422,218.92	\$ -	\$ -	\$ 19,706.54	\$ -	\$ 465,905.71	\$ 1,254,490.28
Fixed Fee	\$ 66,312.39	\$ 81,201.14	\$ -	\$ -	\$ 3,813.92	\$ -	\$ 88,245.29	\$ 239,572.74
Direct Non-Salary Costs	\$ 20,341.80	\$ 9,696.00	\$ -	\$ -	\$ 620.00	\$ -	\$ 2,129.90	\$ 32,787.70
Subconsultants	\$ 344,811.00	\$ 216,093.00	\$ -	\$ -	\$ 160,537.79		\$ 26,155.00	\$ 747,596.79
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 197,391.33	\$ -	\$ 876,586.86	\$ 3,073,023.39

LABOR ESTIMATE HDR ENGINEERING STAFF

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

			Start, Jan	Sanders, Cody Lee	Environmental Science & Planning BC Lead	Boeholt, Ann Grace	Mages, Brian G	Samson, Jensen Sterling	Kuhns, David W Jr.	Darliguenave, Danle Bernard	Story, Tobin M	Napierkowski, Tomasz William (Tom)	Golbaff, Graham	Vo, John-Viet T	Johnson, Lawrence S (Scott)	Wlcox, Carlos C	Mendez, Aaron Malias	Hoffman, Christopher Y (Chris) Strategic Communications Lead	Raasberg, Lesanne N	Bush, Jaslen Alexander	Total Labor Hours	Total Labor Dollars	Proposed Budget Reallocation (portion of remaining unused HDR fee to cover Supplement 6)	Total Revised Labor Dollars	
	Project Role	Billing Rate	Transportation Project Manager	Project Accountant 2	242.45	Environmental Project Manager	Senior Transportation Engineer	Water Wastewater Engineer	Stormwater Lead	Environmental Scientist 1	Environmental Scientist 2	Traffic Designer	Landscape Architect	Senior Bridge Engineer	Roadway Market Sector Leader	Senior CAD Technician	Transportation EIT		Senior Graphic Designer	Stormwater EIT					
1	Project Management & Administration		122	99	0	26	40	26	26	0	0	26	26	0	2	26	26	6	0	14	456	\$ 86,544.96	\$ 16,769.64	\$ 69,775.32	
	1.1 Project FTP, Project Setup, Mgmt Plan, HASP		4	26																	30	\$ 4,822.12			
	(a) Project Setup		4	26																	30	\$ 4,822.12			
	(b) Project Mgmt Plan / Quality Mgmt Plan / HASP		4	26																	30	\$ 4,822.12			
	1.2 Project Team Coordination Meetings (24)		48	4		24	36	24	24			24	24		2	24	24	4		12	268	\$ 50,688.68			
	1.3 Project Schedule (3 updates)		16	38																	16	\$ 4,023.20			
	1.4 Progress Reporting and Invoicing (24)		20	16																	56	\$ 10,314.52			
	1.5 Subconsultant Coordination		8	16																	24	\$ 4,360.72			
	1.6 Project Kick-off Meeting		4	8		2	4	2	2			2	2			2	2	2		2	26	\$ 5,019.26			
	1.7 Project Close-out		6																		14	\$ 2,682.26			
2	Client Communications & Coordination		85	0	0	4	20	0	4	0	0	4	0	0	0	0	0	2	0	0	119	\$ 25,614.17	\$ 10,616.62	\$ 16,997.55	
	2.1 Biweekly Reports		15																		15	\$ 3,771.75			
	2.2 Monthly Client Coordination Meetings		30			4	20		4			4						2			64	\$ 15,184.42			
	2.3 General ongoing communications		40																		40	\$ 10,556.00			
3	Quality Assurance / Quality Control		10	0	50	0	22	0	0	0	0	14	0	48	142	24	0	0	0	0	310	\$ 32,486.48	\$ 10,605.89	\$ 71,893.09	
	90% Submittal		4		20		10					6		20	56	6					124	\$ 33,059.20			
	100% Submittal		4		20		6					4		18	48	6					108	\$ 28,746.89			
	As-Ready Submittal		2		10		6					4		10	30	6					78	\$ 20,660.49			
4	Data Collection / Review Information		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
5	Survey & Mapping		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
6	Geotechnical Engineering		0	0	0	4	6	0	6	0	0	0	0	0	4	0	0	0	0	0	26	\$ 5,689.74	\$ 5,000.00	\$ 899.74	
	Coordinate Geotechnical Setup		2				2														6	\$ 1,395.58			
	Coordinate Subsurface Explorations and Lab Testing		2			2	2		2					2							10	\$ 2,242.58			
	Coordinate Geotechnical Design Services		2			2	2		2					2							10	\$ 2,242.58			
7	Watermain & Sanitary Sewer		6	0	0	0	16	230	0	0	0	0	0	8	0	60	0	0	0	330	652	\$ 99,204.18	\$ -	\$ 99,204.18	
	7.4 90%, 100%, and As-Ready Submittals		8				16	230						8		60				330	652	\$ 99,204.18			
8	Traffic Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
9	Preliminary Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
10	Design Report		10	0	0	0	32	8	32	0	0	16	6	0	0	0	24	0	0	0	17	145	\$ 26,531.46	\$ 5,000.00	\$ 21,531.46
	10.2 60% Design Report Update		2				8	8	16			16	6				24				8	\$ 6,699.30			
	10.3 Final Design Report Updates		8				24	8	16			16	6								9	111	\$ 19,832.16		
11	30% Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
12	Value Engineering Study		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
13	Environmental Documentation & Permitting		37	16	61	142	43	0	46	331	127	0	0	0	0	0	0	0	16	16	897	\$ 126,069.07	\$ -	\$ 126,069.07	
	13.1 Wetlands and Stream Verification		2			16	4		46	48	58						20			16	128	\$ 19,657.10			
	13.2 Wetland and Stream Delineation Report Addendum		2	4	2	6			4	32	10										56	\$ 7,717.88			
	13.3 City of Marysville Critical Areas Report		2	6	4	6			4	48	11										87	\$ 12,764.36			
	13.4 NEPA Documentation Update and Approvals		6	6	16	16	8		34	12	44						20		16	16	74	\$ 14,417.56			
	13.5 Environmental Permit Support		23	6	35	86	27		6	153	44										456	\$ 74,083.69			
	13.6 Mitigation Bank Use Plan		2		4	6				40	4										68	\$ 8,028.38			
14	60% Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
15	Final Design Packages		104	9	8	0	374	158	79	0	0	314	208	8	0	264	684	0	0	116	2398	\$ 377,362.28	\$ 42,894.14	\$ 334,468.14	
	15.1 Final Design Plans		40				190	100				250	160	8		184	628			100	1660	\$ 252,331.60			
	15.2 Specifications		16		8		48	10	10			12	12				32			116	116	\$ 24,986.64			
	15.3 Estimate		6			24	8	20				16	16				32		16	140	140	\$ 23,789.64			
	15.4 90% Submittal		16			44	16	16	16			16	8			32	8			156	156	\$ 30,411.64			
	15.5 100% Submittal		16			40	16	16	16			12	8			28	8			144	144	\$ 28,134.76			
	15.6 As-Ready Submittal		8			28	8	8	8			8	4			20	8			92	92	\$ 17,788.00			
16	Constructability Analysis & Mock Bid		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
17	Real Estate Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
18	Funding Support		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
19	Bidding Phase Assistance		16	0	1	2	16	6	6	0	0	4	4	0	0	12	12	0	0	0	79	\$ 15,224.55	\$ -	\$ 15,224.55	
	Responses to Questions and Clarifications		6		1	2	4	2	2			2	2								21	\$ 4,394.77			
	Evaluation of Bidder Requests		2				2														4	\$ 997.60			
	Pre-Bid Conference		2				2														4	\$ 997.60			
	Addenda Support		4				4	2	2							4	8				24	\$ 4,269.72			
	Confirmed Contract Documents		2				4	2	2			2	2			8	4				26	\$ 4,535.96			
20	Public Involvement		14	0	0	4	8	0	0	0	0	4	0	0	4	0	56	18	98	0	268	\$ 33,195.02	\$ -	\$ 33,195.02	
	Preparation of Materials		2														24	8	56		80	\$ 14,623.06			
	Presentation Preparation		6				4										16	8	32		66	\$ 11,455.06			
	Open House		4			4	4					4				2	8	8			30	\$ 5,560.76			
	Summary Package		2												2		4	2	4		14	\$ 2,759.14			
21	Stormwater Design		0	0	0	0	0	0	192	0	0	0	0	0	0	48	0	0	0	144	294	\$ 46,472.34	\$ -	\$ 46,472.34	
	Stormwater Design																				0	\$ -			
	90% Submittal (Plans)								50							16				60	126	\$ 20,225.26			
	100% Submittal (Plans)								20							16				30	66	\$ 10,376.96			
	As-Ready Submittal (Plans)								16					</											

EXPENSES

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

		HDR Owned Vehicle Mileage/mile	Field Supplies	Trimble Unit/day	Bond Plots - Color (per sq. ft.)	Postage	Total ODC	ODC Markup	Total ODC + Markup
		Travel	Field Equipment	Field Equipment	Office Expenses				
OTHER DIRECT COSTS		Each	Each	Each	Each				
Unit Cost		\$0.670	\$50.000	\$26.000	\$0.900	\$300.000		0.00%	
2	Client Communications & Coordination								
	Quantity	160	0	0	0	0			
	Task Total	\$107.20	\$0.00	\$0.00	\$0.00	\$0.00	\$107.20	\$0.00	\$107.20
13	Environmental Documentation & Permitting								
	Quantity	400	4	2	0	0			
	Task Total	\$268.00	\$200.00	\$52.00	\$0.00	\$0.00	\$520.00	\$0.00	\$520.00
15	Final Design Packages								
	Quantity	560	0	0	0	0			
	Task Total	\$375.20	\$0.00	\$0.00	\$0.00	\$0.00	\$375.20	\$0.00	\$375.20
20	Public Involvement								
	Quantity	350	2	0	250	1			
	Task Total	\$234.50	\$100.00	\$0.00	\$225.00	\$300.00	\$859.50	\$0.00	\$859.50
21	Stormwater Design								
	Quantity	400	0	0	0	0			
	Task Total	\$268.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268.00	\$0.00	\$268.00
Total ODC		\$ 1,252.90	\$ 300.00	\$ 52.00	\$ 225.00	\$ 300.00	\$ 2,129.90	\$ -	\$ 2,129.90
*All mileage will be billed at the current IRS mileage rate									

SUBCONSULTANTS

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

		HWA Geosciences	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS					
		0.00%			
6	Geotechnical Engineering				
	Task Total	\$26,155.00	\$26,155.00	\$0.00	\$26,155.00
Total Subconsultants		\$ 26,155.00	\$ 26,155.00	\$ -	\$ 26,155.00

FEE ESTIMATE

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE



Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants
1	Project Management & Administration	\$86,544.96	\$0.00	\$0.00
2	Client Communications & Coordination	\$29,014.17	\$107.20	\$0.00
3	Quality Assurance / Quality Control	\$82,486.48	\$0.00	\$0.00
6	Geotechnical Engineering	\$5,880.74	\$0.00	\$26,155.00
7	Watermain & Sanitary Sewer	\$99,204.18	\$0.00	\$0.00
10	Design Report	\$26,531.46	\$0.00	\$0.00
13	Environmental Documentation & Permitting	\$136,069.07	\$520.00	\$0.00
15	Final Design Packages	\$377,362.28	\$375.20	\$0.00
19	Bidding Phase Assistance	\$15,224.55	\$0.00	\$0.00
20	Public Involvement	\$33,798.02	\$859.50	\$0.00
21	Stormwater Design	\$46,472.34	\$268.00	\$0.00
		\$938,588.25	\$2,129.90	\$26,155.00

Total For Proposal	Proposed Budget Reallocation (portion of remaining unused fee to cover Supplement 6)	Total For Proposal
\$86,544.96	\$16,769.64	\$69,775.32
\$29,121.37	\$10,016.62	\$19,104.75
\$82,486.48	\$10,605.89	\$71,880.59
\$32,035.74	\$5,000.00	\$27,035.74
\$99,204.18	\$0.00	\$99,204.18
\$26,531.46	\$5,000.00	\$21,531.46
\$136,589.07	\$0.00	\$136,589.07
\$377,737.48	\$42,894.14	\$334,843.34
\$15,224.55	\$0.00	\$15,224.55
\$34,657.52	\$0.00	\$34,657.52
\$46,740.34	\$0.00	\$46,740.34
\$966,873.15	\$90,286.29	\$876,586.86

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.		
Address 929 108th Ave. NE, Suite 1300, Bellevue, WA 98005	Federal Aid Number HSIP-000S(441)	
UBI Number 6010021437	Federal TIN or SSN Number 47-0680568	
Execution Date	Completion Date September 30, 2019	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE		
Description of Work See Exhibit "A", Scope of Work attached hereto and made a part of this agreement.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$999,165.63 Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number:

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

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Steven Miller
Agency: City of Marysville
Address: 80 Columbia Avenue
City: Marysville State: wa Zip: 98270
Email: smiller@marysvillewa.gov
Phone: (360) 363-8285
Facsimile: (360) 651-5099

If to CONSULTANT:

Name: Michael Pawlak, PE
Agency: HDR Engineering, Inc.
Address: 2707 Colby Avenue, Suite 715
City: Everett State: WA Zip: 98201
Email: Michael.Pawlak@hdrinc.com
Phone: (425) 245-9140
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Steven Miller
Agency: City of Marysville
Address: 80 Columbia Avenue
City: Marysville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: (360) 363-8285
Facsimile: (360) 651-5099

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

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

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

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

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

HDR ENGINEERING, INC

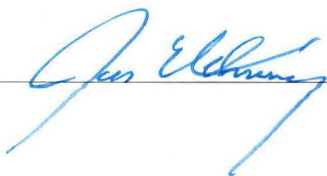


Signature

5/8/18

Date

CITY OF MARYSVILLE



Signature

5/18/18

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Approved as to form


Jon Walker, City Attorney

Agreement Number:

Exhibit A Scope of Work

Project No.

See attached.

Agreement Number:

88th Street NE Corridor Improvement Project (State Avenue to 67th Avenue NE)

Scope of Services for Design, Environmental Documentation & Permitting and Right-of-Way Services

MAY 2018

City of Marysville

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The existing box culvert will be replaced with a larger fish-passable structure and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired and utility facilities will be relocated.

Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing will also determine if construction of the corridor can be completed as one project or necessitate that the corridor be constructed in multiple packages (segments). The Consultant Agreement and this scope of work outlines and provides for the authorization of consultant services through the preparation

of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

This scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

This scope of work is based on the assumption that the data collection, preliminary design, initial environmental reconnaissance and Agency contacts, and 30% Design will be accomplished for the entire corridor. The scope of work and associated budget for efforts through 30% Corridor-wide Design is defined in the original Consultant Agreement.

The scopes of work for 60% Design, environmental permitting and Real Estate Services will be reviewed and modified as required once the 30% Design is complete and the project footprint is established such that property impacts can be identified. The scopes of work for 90% Design, Ad-Ready Construction Packages, and Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

Construction management, engineering services during construction, construction inspection and documentation management, and materials testing can be added to the contract by the City as a supplement to this contract prior to that phase of work.

The overall project term through bidding phase of multiple construction segments is estimated to extend through mid-2023. The time of performance for the initial scope and budget estimate authorization is through September 2019.

Major Milestone Schedule

The following are major schedule milestones for the project:

Milestone Dates for work authorized in the Original Agreement

Conditions Assessment & Preliminary Design..... November 2018
Preliminary Engineering Report..... December 2018
30% Design..... July 2019

Projected Schedule Dates for work to be scoped by future supplement(s)

JARPA/NEPA/SEPA Submittal..... December 2019
60% Design..... January 2020
ROW Acquisition Complete..... February 2021

90% Design (Phase 1)	August 2021
Ad-Ready (Phase 1)	December 2021
Bidding Phase (Phase 1).....	February 2022
90% Design (Phase 2).....	August 2022
Ad-Ready (Phase 2).....	December 2022
Bidding Phase (Phase 2).....	February 2023

Project Assumptions

General Assumptions

1. The CONSULTANT Principal-in-Charge for this work will be **Paul A. Ferrier, PE**. The CONSULTANT Project Manager for this work will be **Michael A. Pawlak, PE**. The CITY's Project Manager for this project will be **Steve Miller, PE**.
2. The CITY will provide to the CONSULTANT pertinent information in the CITY's possession relating to the Project. The CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.
3. The CITY shall provide or make available the following items to the CONSULTANT:
 - a. CITY of Marysville Design Standards & Guidelines
 - b. Existing GIS and survey mapping information of the project including but not limited to general utility location maps.
 - c. Copies of existing record drawing information of the project area.
 - d. Updated utility contact information.
 - e. One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, and 90%).

Design Standards and References

The project shall be developed in accordance with the latest edition, amendments and revisions (as of execution of this AGREEMENT) of the following publications, where applicable:

- 1) City of Marysville Publications:
 - a) City of Marysville Engineering Design and Development Standards, Rev May 2007.
- 2) State Publications
 - a) 2018 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
 - b) Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)
 - c) WSDOT Design Manual (M 22-01.13)
 - d) WSDOT Hydraulic Manual (M 23-03)
 - e) WSDOT Bridge Design Manual (M 23-50.16)
 - f) WSDOT Geotechnical Design Manual (M 46.03-09)
 - g) Amendments to the General Special Provisions

- h) WSDOT Standard Item Table
- i) WSDOT Highway Runoff Manual (M 31-16)
- j) WSDOT Environmental Manual (M 31-11)
- k) WSDOT Traffic Manual (M 51-02.08)
- l) WSDOT Local Agency Guidelines (M 36-63.32)
- m) WDFW Water Crossing Design Guidelines (2013)
- 3) WA Department of Ecology (DOE)
 - a) Stormwater Management Manual for Western Washington (2012)
- 4) American Association of State Highway and Transportation Officials (AASHTO)
 - a) A Policy on Geometric Design of Highways and Streets ("Green Book"); 2011, 6th Edition
 - b) AASHTO LRFD Bridge Design Specification 8th Edition; Sept 2017 and Interims
 - c) Any AASHTO policies where said policy is not in conflict with the standards of the City of Marysville.
- 5) U.S. Department of Transportation Publications:
 - a) Manual on Uniform Traffic Control Devices for Streets and Highways (2009 Edition with Revision Numbers 1 and 2, dated May 2012)
- 6) Other Publications
 - a) National Electric Code
 - b) Book of American Society for Testing and Materials Standards
 - c) ITE Trip Generation (10th Edition)
 - d) Highway Capacity Manual (6th Edition), Transportation Research Board
 - e) Franchise Utility Standards for Snohomish County PUD No. 1, PSE, Comcast, Frontier

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the initial project duration, which is estimated to be 16 months (MAY 2018 through SEP 2019). It will include the work to set up and plan the project; establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall create and maintain a project ftp site that can be accessed by the CITY and CITY authorized stakeholders.

The CONSULTANT shall prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, budget, schedule and communications plan. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold bi-weekly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

Assumptions:

- The initial project schedule through 30% Design will extend for 16 months, from MAY 2018 through SEP 2019.
- 36 bi-weekly project team coordination meetings
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.
- Project Team Meetings will be held at the HDR Bellevue Office, and attended by the Project Manager, Design Manager, Discipline Leads, and Subconsultant Leads, as required. Members not located in the HDR Bellevue Office may attend via conference call.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

A Project schedule shall be developed by the CONSULTANT to establish Baseline Start and Baseline Finish dates for tasks and deliverables under this AGREEMENT, and shall be submitted to the CITY for review and approval, prior to commencement of any work under this AGREEMENT. The project schedule shall be developed using Microsoft Project software, and shall show a critical path leading to the project major milestone dates. The schedule for this project shall be updated bi-monthly and submitted to the CITY. The updated schedule will show Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 8 Bi-monthly schedule updates (once every two months)

Deliverable(s):

- Draft and final baseline schedule
- Bi-monthly project schedule updates (to be delivered at Monthly Client Coordination Meetings)

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Billing amounts assigned to water main and stormwater retrofit design for CITY accounting and potential grant reimbursements.
- Meetings attended.
- Problems/issues encountered and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall also be submitted with each invoice. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an **Earned Value Report** within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Change: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports
- Monthly Invoices
- Monthly Earned Value Reports

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

The CONSULTANT will prepare for and conduct a Project Kick-off Meeting to provide the necessary basis for a successful project that satisfies the needs of the CITY, HDR, and community-at-large. The Project Kick-off Meeting agenda will include discussion of overall project needs, community goals, areas of responsibility, project scope, budget, and commitments to decision-making and schedule.

CITY Responsibilities:

- Attend and participate in the Project Kick-off Meeting.

Assumption(s):

- The Project Kick-off Meeting will be held at the CONSULTANT's Bellevue Office.
- The Project Kick-off Meeting will be attended by the CONSULTANT Project Manager, Design Manager, and up to nine (9) Discipline Leads; CITY Engineer, Project Manager, Permitting Lead; and other staff may participate via conference call.

Deliverable(s):

- Project Kick-off Meeting agenda and summary notes, delivered electronically (PDF) to all participants within 5 working days of the meeting.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the work of the Project Team.

1.8. Project Close-out – to be scoped by future supplement

The CONSULTANT shall assemble project documentation and records, and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will develop and implement a Client Communications Plan in order to maintain open and continuous communications about project status, issues, risks and change management. The Plan will be reviewed and approved by the CITY. The Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager containing information on project issues, status and schedule, and identifying any information or decisions needed from the CITY;

Project updates regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings.

CITY Responsibilities:

- Timely review of bi-weekly 5/15 Reports and response with any questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Public Works Department Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 16 (monthly) Client Coordination Meetings, held at the CITY Public Works Department Offices.
- CONSULTANT participation will include the Project Manager, and/or Design Manager. Additional CONSULTANT staff may participate via conference call, if required.

Deliverable(s):

- Bi-weekly 5/15 Reports (36)
- Monthly Client Coordination Meeting agendas and summary notes (16).

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The CONSULTANT's Quality Assurance Checklist will be completed and submitted by the CONSULTANT with each Plan submittal. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. Preliminary and 30% Plans, Specs, and Estimate shall not be stamped and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project FTP site. The CITY will contact PROJECT stakeholders to download and review submittals. Stakeholders may include but are not limited to CITY Departments as appropriate (e.g. Police, Fire Public Works Operations), Snohomish County Public Utility District, PSE, Frontier, Comcast, USPS, Community Transit, Tulalip Tribe, USACE, WDFW and ECOLOGY. The CITY will summarize the PROJECT stakeholder review comments of each plan submittal and transmit the comments to the CONSULTANT in a Review Ledger. The CONSULTANT will respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment, verifying that CITY comments have been addressed (or provide written response as to why the changes have not been made).

Each plan submittal will include a comment review discussion between the CITY and the CONSULTANT. This meeting will be a collaboration session to chart the path forward to the next submittal and address any concerns that were observed during submittal review.

Deliverable(s):

- Agendas for Comment Review Meetings.
- Review Ledger with comment responses, for each submittal.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed, and summarize what additional information is needed for project development.

CONSULTANT will collect and review available documents from the CITY including:

- Previously modified and constructed designs.
- Plans and specifications for previous CITY projects within or adjacent to the expected project footprint for the PROJECT.
- Existing topographical and right-of-way survey information.
- Basin studies or flow data for the project area including Allen Creek and the unnamed tributary to Allen Creek.
- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.
- Any Critical Areas, Wetlands, and/or Stream reports related to Allen Creek and the unnamed tributary to Allen Creek within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.
- Watermain condition logs, reports, pressure test results, photographs, etc.
- Sewer CCTV reports and videos.

CONSULTANT will prepare a Data Collection Log to confirm information received from the CITY.

CONSULTANT will prepare a Data Summary Memorandum and submit to the CITY listing the information received, additional information needed including the likely source (if known) for the additional information, and noting if any items are outside this scope of services.

Assumptions:

- The CITY will provide all available information in timely fashion.
- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers, Tulalip Tribe, Community Transit and other CITY departments.
- All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.

- Underground and overhead utilities will be marked by 811 Locate Services.
- Utilities locations obtained from CITY records and 811 locates will be used and relied upon for the design.
- CITY will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
- If additional utility locate information is needed through methods such as potholing, the CITY will perform that work on City utilities and provide the information to the CONSULTANT.
- CITY will perform CCTV inspection of existing sanitary sewers and provide written reports and video tapes to the CONSULTANT.

Deliverable(s):

- Data Collection Log
- Data Summary Memorandum

TASK 5. SURVEY AND MAPPING

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process.

5.1. Research and Existing Data Compilation

CONSULTANT will collect existing data pertinent to the project that is available from the CITY, the County, other agencies, franchise utilities, and other sources. The data shall include ROW information, topographic surveys, existing utility locations, and previous reports and documents pertaining to the project.

5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover existing survey control monumentation. A field survey traverse will be performed to densify the existing horizontal and vertical control points and to establish additional survey control along the corridor and within the project limits. The survey control traverse will be reviewed for accuracy by the Survey Quality Control Lead and adjusted by the least squares method, constrained to original, pre-design phase survey control. Horizontal Datum will be NAD 83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet. Consultant will set up to eight (8) permanent control points suitable for use during construction.

- Geodetic Control: This task involves the establishment of survey control at the project site for use in all phases of the project. Typically, survey control will be established using GPS together with terrestrial Total Station observations.
- Cadastral Control: This task involves records research and the recovery and observation of cadastral monumentation for use in the resolution of the ROW, boundaries, and any required easements.

5.3. Field Surveying and Base Mapping

A Washington State licensed professional land surveyor will prepare an existing conditions survey. Base mapping shall include topographic features and elevations within the project limits to a level of detail necessary for a proper engineering design and will field locate the following within the project limits:

- Topographic features within the corridor, including but not limited to building faces, garage doors, driveways, fences, walls, signs, luminaires, traffic channelization, traffic control devices, parking features, surface utilities, surface evidence of subsurface utilities, and trees 4-inch diameter and greater. Survey will denote material types for items such as pavements, fences and list out individual tree sizes for those greater than 4 inches in diameter.
- Survey limits along 88th Street NE are to building face or a minimum 50 feet to each side of the edge of pavement. Laser scanning may be utilized when right-of-entry is not granted. Limits along 88th Street NE shall extend from and include the State Avenue intersection to the 67th Avenue NE intersection.

- Survey limits along major cross streets within the corridor (51st Avenue NE, 55th Avenue NE) shall extend a minimum of 250 feet away from 88th Street NE and shall include at least one connecting utility pole to 88th with a total survey width extending to building face or at least 15 feet beyond right-of-way. Laser scanning may be utilized when right-of-entry is not granted.
- Survey limits along minor cross streets within the corridor shall extend a minimum of 150 feet away from 88th Street NE and shall include at least one connecting utility pole to 88th when applicable. Total survey width shall extend to building face or at least 15 feet beyond right-of-way. Laser scanning may be utilized when right-of-entry is not granted.
- Delineation and survey of the Ordinary High Water Mark (OHWM), wetlands, and other critical areas flagged by the CONSULTANT.
- Topographic survey of Allen Creek and the tributary to Allen Creek including each culvert under 88th Street NE; surveyed surface 300 feet upstream and downstream of the culvert; the thalweg, edge of water line, bottom of bank, and top of bank of the creek and extents of floodplain.
- Locations of proposed geotechnical borings.
- Underground utility paint markings.
- Existing overhead utility lines.
- Locations of public transit stops.

CONSULTANT will be responsible to call for utility locates. Locates will be obtained prior to the commencement of field survey for sub-surface utilities. These will be done initially by One-Call and then by private firm, if One-Call is deemed insufficient, as directed by The City.

CONSULTANT will perform measure downs to collect invert elevations, pipe sizes, pipe types, and structure types for sanitary and storm sewer systems and obtain top of operating nut elevations on all water valves, and compile this data into the project basemap.

CONSULTANT will prepare a 1"=20' comprehensive basemap adequate to support the design and cost analysis work performed in the design. The completed base map will be reviewed for accuracy by the Survey Quality Control Lead and any comments made during this review will be rectified and verified prior to release of the basemap. Existing features to be compiled and shown include:

- Roadway, pavement markings, sidewalk, curb & gutter, guardrails, railroad crossings, signals, structures, buildings, culverts, houses, garages, fences, gates, mailboxes, poles, signs, overhead and surface utilities, ,ditches, streams, culverts and trees.
- Right-of-way lines, parcel lines, roadway centerlines, survey control points, and survey benchmarks.
- Wetland and buffers, and bank full width delineations.

5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by future supplement

The scope of work for preparation of legal descriptions and exhibits will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed.

The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

5.5. Right-of-Way Plans – to be scoped in future supplement

A general layout of proposed right-of-way lines will be prepared such that property impacts may be identified. The scope and budget for actual preparation of Right-of-Way Plans for the purposes of defining the actual property impacts and acquiring right-of-way will be included and authorized by supplemental agreement at 30% Design.

5.6. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets and the extraction of the data required for deliverable.

This task also includes the processing of the data collected for use in determining the right-of-way and the creation of the topographic mapping deliverable.

5.7. Supplemental Surveys – to be scoped by future Supplemental Agreement

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. The scope and budget for supplemental surveys will be included and authorized by future supplemental agreement(s).

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

Assumptions:

- The CITY will obtain title reports for the estimated 135 parcels that will be required.
- Up to 135 parcels will require Exhibits and Legal Descriptions for fee acquisitions and temporary construction easements – up to two versions each.
- Up to 30 parcels will require Exhibits and Legal Descriptions for permanent easements – up to two versions each.
- Right-of-Entry (ROE) to 135 adjacent properties will be required and obtained by the CITY.
- The CONSULTANT will develop any required Traffic Control Plans.
- Survey control used on previous phases that the mapping matches into will be provided by CITY.
- Underground utilities will be painted or located by One-Call, as possible.
- Tree Tags are not a part of the scope of services.
- Does not include access or entry onto any Railroad properties.
- Right-of-way plans, legal descriptions and exhibits will be developed on the basis of metes and bounds utilizing recorded city subdivision information and referenced to the project centerline (not WSDOT Engineer's Highway Stationing).

Deliverable(s):

- Topographic Survey and ROW Base Map (electronic copy), 1"=20' basemap, 2-foot contour intervals.
- Supplemental survey and corresponding Base Map updates.
- AutoCAD Surfaces (DTM Files) (electronic copy).
- Copy of field survey books (hard copy).
- ASCII file of control points.
- Construction control plans.
- Draft and Final ROW Legal Descriptions and Exhibits in hard copy and electronic format.
- Draft and Final Right-of-Way Plans (PDF).

TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, culvert design, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

6.1. Project Setup:

Collect and Review Available Geotechnical Data: The CONSULTANT will review readily available and relevant information along the project corridor. This review will include online geotechnical databases, geologic maps, existing known information previously gathered by the CONSULTANT for surrounding projects, and information provided by the CITY.

6.2. Subsurface Explorations and Laboratory Testing:

Perform a Site Reconnaissance: The CONSULTANT will conduct a site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

Plan the Geotechnical Field Exploration Program: The CONSULTANT will plan a two-phased geotechnical exploration program for the project. Phase 1 of the exploration program will consist of conducting pavement coring in support of proposed pavement design. Phase 2 of the exploration program will consist of drilling a series of limited access borings in support of the culvert crossings, retaining walls, illumination foundation design and screening for stormwater infiltration potential.

Conduct Utility Locates: Prior to conducting the subsurface exploration program, the CONSULTANT will mark the proposed exploration locations in the field and arrange for utility locates using the Utilities Underground Location Center (UULC).

Develop Traffic Control Plans for Geotechnical Explorations: The CONSULTANT will coordinate with the City and design team and develop traffic control plans for pavement coring and geotechnical borings. The CONSULTANT assumes that WSDOT standard plan traffic control plans for a single lane closure with flaggers will be required.

Generate Phase 1 and Phase 2 Geotechnical Explorations Work Plan Memo: The CONSULTANT will prepare a Geotechnical Work Plan Memorandum for the proposed phase 1 and 2 exploration programs. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or HDR, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA.

Conduct Phase 1 Explorations (FWD Testing): to be scoped by future supplement as needed.

Conduct Phase 1 Explorations (Pavement Coring): The CONSULTANT will core the pavement at 8 locations along the project alignment. Cores will be performed in distressed areas to assess the depths of cracking as well as in non-distressed areas. Coring will be performed using a 6-inch diameter, diamond-tipped core barrel. At each core location hand borings will be excavated through the core holes to depths of about 2 to 3 feet, using hand equipment, in order to evaluate pavement layer thicknesses and subgrade soil conditions. Core holes will be patched with rapid-setting Portland cement concrete. Flaggers will be required for all coring operations. The CONSULTANT assumes these cores will be completed in 2 working days.

Conduct Phase 2 Explorations (Geotechnical Borings): The CONSULTANT will conduct a series of up to 16 geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment. A breakdown of the proposed borings is provided below.

Culvert Crossings: Two geotechnical borings will be drilled at each proposed creek crossing (Totaling 4 borings). Each of these borings will be drilled to a depth of 40 feet below ground surface. The borings will be located within the shoulder of the roadway at each end of the existing culverts. One groundwater monitoring well will be installed at each creek crossing to monitor groundwater fluctuations.

Infiltration Screening and Illumination: A series of 12 geotechnical borings will be drilled along the project alignment to screen for infiltration potential, provide allowable lateral bearing pressure for proposed illumination foundations and assist in development of retaining wall design parameters. These borings will be evenly spaced at 500 to 750 feet spacing along the corridor and drilled to depths of 20 feet below ground surface. Groundwater monitoring wells will be installed within two of these borings to monitor groundwater fluctuations.

All of the above described borings will be conducted within the existing right of way. The borings will be positioned within the shoulder of the roadway where possible but may be forced into the travel lane by existing underground utilities. Single lane closures with flaggers are assumed for each boring. The CONSULTANT assumes these borings will be completed in 5 working days.

In-situ testing using a Standard Penetration Test (SPT) will occur in the borings at 2.5-foot intervals to 20 feet and at 5-foot intervals thereafter. SPT samples will be collected and returned to the CONSULTANT geotechnical laboratory for testing. The CONSULTANT will install 2-inch diameter groundwater wells in four of the borings to measure groundwater levels at the site. Groundwater level measurements will be used to evaluate groundwater levels for infiltration and to assess the need for dewatering during construction excavation. Groundwater instrumentation (transducers) will be installed in each well to measure the groundwater fluctuations over time. The CONSULTANT will visit the site two times to collect the recorded groundwater data. Decommissioning of groundwater wells is not included in this scope and should be included as a bid item during construction.

Conduct Phase 2 Explorations (Hand Explorations): The CONSULTANT will conduct one day of hand explorations at each creek crossing (Totaling 2 days). The hand explorations will extend approximately 5 to 10 feet below ground surface, or to the practical extent of the equipment being used. Dynamic Cone Penetrometer Testing (DCP Testing) will be completed with each hand exploration. The hand explorations will be used to characterize the materials and depth of soft sediment deposited along the creek banks, and to evaluate the need for over-excavation at the culvert and SEWs to mitigate settlement.

Generate Boring Logs and Assign Laboratory Testing: The CONSULTANT will prepare summary boring and pavement core logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, Consolidation and Atterberg Limits.

Conduct Groundwater Monitoring: The CONSULTANT will install groundwater monitoring transducers in each of the four (4) proposed monitoring wells. These transducers will be set to take groundwater elevation readings every half an hour. HWA will make two site visits to download and process the groundwater data. This data will be used to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

6.3. Geotechnical Design Services:

The CONSULTANT will develop geotechnical recommendations for the design and construction of the roadway improvements and structure alternatives. Anticipated geotechnical design services include the following:

Geologic Profiles: The CONSULTANT will develop one longitudinal and one transverse geologic profile at each of the proposed culvert locations; Allen Creek, and the Unnamed Tributary to Allen Creek. The geologic profiles will be included in the geotechnical engineering report.

Soil Properties: The CONSULTANT will generate estimates of the soil strength and other properties needed to evaluate the effects that the subsurface conditions will have on the proposed improvements.

Seismic Design Parameters and Geologic-Hazard Assessment: The CONSULTANT will determine the Site Class for seismic design and the design spectral acceleration parameters in accordance with the AASHTO Specifications for Road and Bridge. CONSULTANT will also evaluate the risk of geologic hazards at the site during the design-level ground motion, including liquefaction, lateral spreading, and fault rupture. Geologic Hazard Area evaluations shall include consideration of Sections 22E.010.270-310 of the City of Marysville Critical Areas Code.

Culvert Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing replacement culverts. Geotechnical evaluations and recommendations for steel pipe culverts, cast

in place box culverts and precast culvert systems will be provided. Bearing capacity recommendations and Lateral earth pressure/resistances will be provided for the chosen culvert systems.

Develop Pavement Design: The CONSULTANT will evaluate the pavement core data and develop overlay and new pavement design recommendations using traffic information for the corridor provided by the City.

SEW Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing the SEWs. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. The CONSULTANT will also estimate the anticipated settlement of the proposed roadway embankment fill at the two creek crossings.

Solider Pile Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing the soldier pile walls along the corridor. Recommendations will include earth pressure diagrams for static, pseudo-static and post liquefaction conditions.

Gravity Block Wall Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing the gravity block walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases.

Signal Pole and Luminaire Design Recommendations: The CONSULTANT will evaluate the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for signal pole and luminaire foundations based on WSDOT standard plans and procedures. The CONSULTANT assumes that signalization upgrades will be limited to the intersection of 88th Street NE and 51st Avenue NE. The CONSULTANT also assumes that the geotechnical data used to design the recent intersection upgrades at this location will be provided by the City.

Infiltration Analysis: The CONSULTANT will evaluate the data obtained from the Phase 2 explorations and determine appropriate short and long-term infiltration rates for use in design of potential infiltration facilities. No stormwater infiltration testing is prosed as part of this scope of work.

Quality Assurance / Quality Control (QA/QC): The CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

Draft Geotechnical Engineering Report: The CONSULTANT will prepare a draft geotechnical engineering report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

Miscellaneous Geotechnical Coordination and Analysis: The CONSULTANT will provide up to 40 hours of miscellaneous geotechnical coordination and analysis after generation of our draft geotechnical report. This effort will address question and changes to the design that have geotechnical implications and occur between publishing of our draft report and final report.

Final Geotechnical Engineering Report: The CONSULTANT will finalize the geotechnical engineering report based on review comments from other design team members and the CITY. A comment resolution form will not be produced. However, a statement through email or other correspondence will occur if a comment is not incorporated.

Plan and Specification Review: Once design efforts beyond 30% Design are authorized, the CONSULTANT will conduct a review of the project plans at the 60% and 90% Phase 1 and 90% Phase 2 milestone submittals to ensure that the geotechnical aspects of the project have been incorporated into the project documents. Special provisions for ground improvement below the SEWs may be required.

A letter will be produced after review of the 100% documents for conformance with the geotechnical design and construction recommendations for the project.

Project Coordination Meetings: The CONSULTANT will attend up to six (6) project coordination meetings. The CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

Geotechnical Task Management: The CONSULTANT will provide geotechnical task management to all geotechnical related aspects of the project. The CONSULTANT will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

Assumption(s):

- The subsurface explorations will be performed within the CITY right-of-way. The CONSULTANT will be responsible for preparing traffic control plans. All required street use and right-of-way permits will be secured and provided by the CITY at no cost to the CONSULTANT.
- No geotechnical explorations will be completed within the cemetery property
- Access and right-of-entry to the hand explorations locations will be provided by the CITY.
- Vegetation clearing may be required to access the hand auger exploration locations. Vegetation clearing will be completed by the CONSULTANT with hand equipment.
- After completion, the borings that do not have wells will be backfilled with bentonite and a cold patch asphalt or quick drying concrete surface patch. The hand augers excavation will be backfilled with their excavation spoils.
- The CONSULTANT will contract with a subcontractor to perform the borings. The borings and hand augers will be conducted during workday hours with no work hour restrictions.
- Saw cutting of the pavement at the exploration locations will not be required.

- The spoils from the subsurface explorations will not be characterized as hazardous waste.
- Spoils from the borings will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the CONSULTANT.
- The subsurface exploration locations will be surveyed by others if needed
- The four wells installed as part of our services will be abandoned by the contractor during construction.
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT Geotechnical Design Manual and 2017 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will be based on the Department of Ecology 2012 Stormwater Management Manual for Western Washington for non-glacially consolidated soils (i.e., grain size method).
- Pilot infiltration tests (PITs) and groundwater mounding analyses are not included in this AGREEMENT.
- The site soils will support standard WSDOT plan signal pole and luminaire foundation design. Non-standard signal pole or luminaire foundation design will not be required.
- The SEWs will be designed by the contractor. Internal stability and facing analyses will not be performed as part of this AGREEMENT.
- Temporary groundwater control during construction, where required, will be designed by the contractor and will not be performed as part of this AGREEMENT.

Deliverable(s):

- Geotechnical Work Plan Memo
- Draft Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Final Geotechnical Engineering Report (Electronic copy as Adobe PDF and 3 paper copies)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)
- Review Conformance Letter at 100% Project Milestone (Electronic copy as Adobe PDF)

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

The objective of this task is to evaluate the existing infrastructure to develop recommendations for portions of these systems to be retained, replaced, or supplemented, and incorporate the recommendations into the Preliminary Engineering task in order to develop a preferred alternative for the corridor to guide 30% design. Design efforts will advance based on the result of Preliminary Engineering with updates as required to address design development for other elements of the corridor such as stormwater, franchise utilities, and culvert replacement structures.

7.1. Conditions and Capacity Analysis

CONSULTANT shall conduct a conditions and capacity analysis of the existing network for sanitary sewer and water mains within the project corridor. Condition of the existing networks will be evaluated by reviewing CCTV reports, GIS data, and record drawings. Capacity needs will be evaluated by reviewing City plans and projections for these facilities to determine if the existing networks will provide sufficient capacity to meet anticipated demand.

A technical memorandum will be developed by the CONSULTANT documenting the available information and providing recommendations for changes to the existing sanitary sewer and water main systems to be made to address age, material and/or capacity along with identifying portions of the existing systems that can be maintained in place.

Assumption(s):

- One meeting may be held at the CITY with up to two CONSULTANT staff attending to review and discuss available information

7.2. 30% Submittal

CONSULTANT shall prepare 30% design drawings complying with the Plans Preparation Manual and industry standard level of detail at this stage of project development.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for Utility Plans as shown in the Submittal Sheet List provided in Task 11. The sheet list was prepared based on the anticipated footprint of the project.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

Deliverable(s):

- 30% Utility Plans (incorporated into the overall 30% Plans)

7.3. 60% Submittal – To be scoped in a future supplement

7.4. 90% Submittals – To be scoped in a future supplement

7.5. Ad-Ready Submittal – To be scoped in a future supplement

TASK 8. TRAFFIC ANALYSIS

The purpose of this task is to analyze recent and relevant traffic data on existing conditions to best define and further develop the corridor design.

8.1. Data Collection

8.1.1. Traffic Counts

The CONSULTANT will collect new a.m. and p.m. peak hour intersection turning movement counts (with heavy vehicles, bicycles, and pedestrians quantified) at the following 4 locations (bold = existing signal):

- **51st Ave NE/88th St NE**
- **55th Ave NE/88th St NE**
- 60th Dr NE/88th St NE
- **67th Ave NE/88th St NE**

8.1.2. Field Observations

Field investigations of traffic movements and operations will be conducted during a typical afternoon peak hour, with attention to typical queue extents, any cycle failures, and yielding interactions between vehicles and non-motorized traffic. All data will be summarized in spreadsheet form with a short summary.

8.1.3. Other Data

Signal timing data for the signalized intersections listed above will be provided by the CITY. Basic intersection and roadway geometric data will be gathered in direct partnership with the roadway design team, and, if gaps remain afterward, measured either in the field or using publicly available online resources. Transit stop usage information will be requested from Community Transit, coordinated through CITY staff.

Origin-destination data will be evaluated to estimate impacts associated with a potential full-closure of the Allen Creek crossing in order to expedite the culvert replacement. Data will be obtained from a vendor and will be evaluated to better understand how motorists may be redirected on parallel east/west corridors to reach their destinations and to estimate the additional volumes of traffic these corridors may need to carry

8.2. Operations Analysis

8.2.1. Software

CONSULTANT will update the Synchro files from the CITY's Transportation Element completed by Transpo in 2015. Any study intersections not included in the Transportation Element analysis will require development in Synchro and considered out of scope work. CONSULTANT will use Synchro/SimTraffic to evaluate existing lane configuration and determine if lane assignments are reasonable at each study intersection.

8.2.2. Traffic Growth Estimates

The CONSULTANT will utilize the 2035 forecasts from the Comprehensive Plan traffic model (developed by Transpo) in developing the Operational Analysis.

8.2.3. Scenarios

The traffic analysis will include up to 4 design scenarios. The scenarios are as follows:

- Existing Conditions AM Peak Hour
- Existing Conditions PM Peak Hour
- 2035 Horizon Year AM Peak Hour
- 2035 Horizon Year PM Peak Hour

The horizon year analysis will take in to consideration planned projects and developments recorded in the City's 2018-2026 Six Year Transportation Plan. Additional analysis scenarios, such as near-term and construction year, are not included in the proposed modeling effort.

8.2.4. Measure of Effectiveness

Following the analysis scenarios listed above the CONSULTANT will perform peak hour traffic measures of effectiveness (MOEs) analysis for each of the four signalized intersections in the corridor, which will include (1) LOS and average delay at signalized intersections, (2) average queue lengths for each intersection approach, and (3) the estimated left turn pocket lengths required to prevent spillback into the roadway through lanes. These measures will be indicated in detailed software output reports for each intersection under each scenario and peak hour.

8.3. Traffic Technical Memorandum

8.3.1. Traffic Technical Memo

CONSULTANT will produce a draft and final traffic technical memo (maximum of up to 5 pages long) documenting basic assumptions, methods, and summary results from the traffic analysis.

Assumptions:

CITY to provide:

- Synchro file used for most recent update to the Comprehensive Plan Transportation Element
- Signal timing data for existing signals listed previously, if separate from Synchro file
- 2035 PM Peak traffic volumes from the Comprehensive Plan traffic model (developed by Transpo).

Deliverable(s):

- Data Collection Summary
- Traffic Technical Memo including Synchro MOE Summary Tables
- Detailed Operations Analysis Output Report Sheets for Each Intersection

- Electronic Synchro Files

TASK 9. PRELIMINARY ENGINEERING

The objective of this task is to evaluate and document possible design alternatives to develop an optimal design resulting in a preferred alternative that improves safety for all users, enhances corridor mobility, minimizes ROW acquisition needs, and is supported by the community.

9.1. 5% Design

9.1.1. Design Criteria

The CONSULTANT will document the design criteria for each discipline of design to show the standards to be followed for design on the project.

9.1.2. Roadway Design

The CONSULTANT shall prepare one horizontal alignment and one vertical alignment for 88th Street NE. Culvert replacements will be shown at Allen Creek and the unnamed tributary to Allen Creek. The CONSULTANT will work with the CITY to reach concurrence on widths for each vehicular lane, bike lane, bike lane buffers (if preferred), planter strips, sidewalk, and a standard distance between the back of sidewalk and final right-of-way boundary.

Preliminary roadway design will include the following:

- Pavement, bike lanes, curb and gutter, and sidewalk
- Channelization of 88th Street NE
- Locations of proposed bus stops
- Locations of up to two mid-block crossings

Roadway alternatives that will be considered include:

- One alternative showing asymmetrical widening on 88th Street NE at the cemetery on the westbound approach to State Avenue.
- Two alternatives for bike lane routing at the intersection of 88th Street NE and 51st Avenue NE
- Two alternative configurations at 88th Street NE and 55th Avenue NE to explore maintaining existing traffic equipment while accounting for bike lane routing.

9.1.3. Creek Crossings

The CONSULTANT shall meet with WDFW and the Tulalip Tribe to discuss design criteria prior to starting design. Once the design criteria is established the CONSULTANT shall analyze and develop preliminary engineering plans for two proposed alternatives for the Allen Creek crossing replacement and two proposed alternatives for the unnamed tributary to Allen Creek crossing. The CONSULTANT shall develop a one-dimensional hydraulic model using HEC-RAS. The CONSULTANT will share the preferred alternative concept for the Allen Creek crossing with WDFW and the Tulalip Tribe for feedback.

Allen Creek Crossing and Environmental Design will include the following proposed line work:

- Typical Section of the Allen Creek crossing configuration
- Wetland Boundaries and OHWM Location
- Proposed Locations for On-Site Mitigation and Plantings

Retaining Wall and Creek Crossing Structural Design will include the following proposed line work:

- Proposed location of site retaining walls
- Proposed type size & location of the Allen Creek culvert structure replacement
- Proposed type size & location of the unnamed creek crossing structure replacement

Assumption(s):

- Environmental impacts and will be identified for the preferred design alternative.
- Two alternatives will be modeled for each of the fish passage culverts.
- Two structural alternatives will be investigated at the Allen Creek crossing
 - A precast segmental box culvert alternative assuming a full roadway closure will be utilized
 - A precast slab and retaining wall option assuming a staged construction sequence will be utilized.
- A hydrologic model to determine basin hydrology will not be developed for the fish passage culverts. The 2002 Snohomish County Drainage Assessment will be used for hydrology, unless newer data exists.
- Attendance at 2 meetings with the CITY to discuss alternatives. Up to 2 CONSULTANT staff shall attend.
- Attendance at 1 on-site meeting with WDFW and the Tulalip Tribe. Up to 2 CONSULTANT staff shall attend.
- Attendance at up to 2 additional design review meetings with WSDOT Highways & Local Programs, US Army Corps of Engineers and WA State Department of Ecology (ECOLGY). Up to 2 CONSULTANT staff shall attend each meeting.
- The CONSULTANT and the CITY will select the preferred alternative for the Allen Creek crossing and the unnamed tributary crossing.

9.1.4. Utilities and Stormwater

The CONSULTANT will utilize the prepared Conditions and Capacity Analysis to incorporate the recommended changes to the existing sanitary sewer and water main systems in the 5% design. Modifications to other existing utilities such as utility poles and overhead lines will also be considered. Stormwater features including conveyance routing, bioretention within the planter zones, and the potential need for underground stormwater management facilities will also be considered.

Utility and Stormwater Design will include the following proposed line work:

- Proposed Locations for New Water Main
- Proposed Relocation of Overhead Communication Conduits

- Proposed Relocation of Overhead Power
- Proposed Location of Stormwater Conveyance and Treatment/Detention Facilities

9.1.5. Traffic

The CONSULTANT will evaluate existing traffic equipment in conjunction with the expected project footprint to develop basis of design. The CONSULTANT shall coordinate with CITY technical staff to discuss and review the traffic elements to be designed as part of the project. The discussion shall include CITY maintenance staff and cover the signal infrastructure, known deficiencies, and potential system upgrades. The Consultant will perform a complete inventory of the existing traffic signal system at the study intersections. Illumination is expected to be located on power poles with additional lighting being provided on supplemental poles that will be located after Preliminary Engineering. As part of this effort the corridor will be modeled with AGI32 to determine lighting requirements to meet minimum CITY established standards.

Following NACTO Report 562 guidance, the CONSULTANT will review up to 3 non-motorized crossing locations. The locations will be agreed upon with the CITY prior to conducting the work.

Traffic Design will include the following proposed components and review:

- Conditions of existing signal equipment and operations at 51st Avenue NE, 55th Avenue NE, 67th Avenue NE
- Location of Proposed Traffic Operations Improvements
- Location of Illumination Poles
- Non-Motorized Crossing Location Analysis, Up to 3 Locations

9.2. Preferred Alternative

The CONSULTANT will prepare materials for a meeting at the CITY to review the 5% Design and alternatives and identify a preferred alternative, in accordance with NEPA requirements, for the CONSULTANT to use to develop the 30% design.

Assumption(s):

- The CONSULTANT shall prepare a 5% Design Roll Plot and 11"x17" alternative exhibits to support the preferred alternative meeting.
- Opinion of cost estimates will not be included as part of this process
- Only one comprehensive design alternative (preferred alternative) will come out of the preliminary engineering design phase after review by the CITY. This will include recommendations for areas to adjust the typical design section to minimize ROW and environmental impacts and reduce project risk.

9.3. Preliminary Engineering Report

The CONSULTANT will prepare a Preliminary Engineering Report to document the following:

- Design criteria
- Coordination with stakeholders such as WDFW and the Tulalip Tribe

- Existing site information
- 5% Design Roll Plot
- Alternative exhibits
- Evaluation results and recommendations from the Condition & Capacity Analysis (Task 7)
- A summary justifying the preferred alternative, and an updated design roll plot reflecting the preferred alternative.

Deliverable(s):

- Draft Preliminary Engineering Report (PDF)
- Final Preliminary Engineering Report (PDF)
- 5% Design Roll Plot
- 11"x17" alternative exhibits (PDF)

TASK 10. DESIGN REPORT

The CONSULTANT shall prepare a Design Report to document the basis of design, coordination with stakeholders, site conditions, and other information supporting the development of the corridor design.

10.1. Design Report – 30% Submittal

This report will incorporate content from the Preliminary Engineering Report in addition to supporting information used to develop the 30% design. It will be provided as part of the 30% Submittal and will include the following information:

- Executive Summary
- Project Background
- Basis of Design
- Preliminary Engineering
- Geotechnical Evaluation
- Environmental
- Culvert and Fish Passage
- Structures
- Stormwater
- Utilities
- Roadway
- Traffic
- Landscape and Irrigation
- Right of Way
- Design Variances / Deviations

10.1.1. Structures Technical Memorandum

A brief structures technical memorandum will be included under the Structures section as part of the Design Report. This will discuss the retaining walls and creek crossing structures. The technical memorandum will provide justification for the preferred creek crossing replacement structures and retaining walls at the 30% submittal. The considerations listed below shall be addressed in the structures technical memorandum where applicable, and shall discuss how these factors led to the preferred structural alternative. The technical memorandum will discuss how the constraints eliminated or supported the preferred structure alternatives.

- Geometric Constraints
- Feasibility of Construction
- Structural and Foundation Constraints (if applicable)
- Project Staging and Stage Construction Requirements (if applicable)
- Right-of-way Impacts

- Traffic Impacts and Public Access During Construction
- Utility Coordination
- Environmental Compliance with Fish Windows
- Long-term Structure Maintenance
- Cost Estimates
- Aesthetics

10.1.2. Traffic Technical Memorandum

A traffic specific technical memorandum will be prepared as part of the Design Report. The memorandum will compile the information developed as part of task 9 Preliminary Engineering. The section will note key assumptions and formalize a set of recommendations for the traffic and illumination design.

10.2. 60% Design Report Update – to be authorized by future supplement

TASK 11. 30% DESIGN

11.1. 30% Design

CONSULTANT will advance the design of the Preferred Alternative from the work completed under the Preliminary Design of the PROJECT. The Preliminary Design effort will establish the PROJECT footprint for roadway improvements, basic channelization, limits of retention and replacement for existing utility and drainage infrastructure, culvert replacement structures, and typical right-of-way widths.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.
- The 30% design will include the full project corridor and will not separate the project into separate phased segments.

11.2. 30% Plans

The CONSULTANT will further develop the design shown in the Preliminary Engineering roll plot into 30% plans. The anticipated sheet list for 30% design includes:

Submittal Sheet List for 30% Design	
Sheet Description	# Sheets Included
Cover Sheet with Vicinity Map and Index	1
Legend, General Notes, Abbreviations, and Project Key Map	2
Roadway Typical Sections	3
Alignment, Profile, and ROW Plans	20
Site Preparation Plans	---
TESC Notes and Details	---
Temporary Erosion and Sedimentation Control (TESC) Plans	---
Temporary Access Road Plans	2
Paving Plans	20
Paving Details	---
Intersection and Curb Ramp Grading	---
Driveway Plan and Profiles	---
Drainage Plans	20
Drainage Profiles	---

Drainage Details	7
Culvert Plan & Profiles	2
Culvert Sections and Details	2
Retaining Wall Notes and Sequencing Plan	1
Retaining Wall Details	8
Stream Restoration Details	2
Pavement Marking and Signing Plans	20
Signing Schedule and Details	---
Signals, Illumination and ITS Plans	20
Illumination Schedule and Details	---
Landscaping and Irrigation Plans	---
Landscaping and Irrigation Details	---
Utility Plans	20
Utility Profiles	---
Utility Details	---
Staging and Traffic Control Sequencing Notes	---
Staging and Traffic Control Plans	---
Total # Sheets	150

Assumption(s):

- Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.
- Plans shall be prepared on the CITY's alignment survey for the ROW. Each sheet shall contain design elements, with line work for items detailed on other sheets screened back or drawn in light pen weight. The CONSULTANT is expected to the Industry Standard of Care in the design planning and layout, with elements shown as close as possible to where they are to be installed.
- General Construction Notes will be noted on plan sheets. General Notes will be numerically ordered and consistent throughout the plan set. Note and leader shall call out unique Construction Notes. Bubbles with leaders will be acceptable only for recurring Construction Notes and wiring notes for Signal and Illumination plans as they are numerically ordered and consistent throughout the applicable sheets.
- If additional detail is required to provide clarity, the Plans and Details shall include an exploded view. Cross-sections and profiles shall reflect existing features and proposed facilities, both above and below ground.

11.2.1. General Sheets

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

11.2.2. Roadway Design

Roadway Typical Sections

Roadway sections will be developed for 88th Street NE denoting roadway widths, right-of-way widths, sidewalks, bike lanes, landscaping, pavement design, and traffic lanes. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced.

Alignment, Profile, and ROW Plans

CONSULTANT will prepare horizontal alignment plans and vertical profile drawings for the project. Preliminary horizontal and vertical alignment plans will be produced for 88th Street NE. Preliminary horizontal alignment plans will be produced for connecting side streets. The survey basemap will display the existing right-of-way limits and the design will include preliminary proposed right-of-way limits to accommodate the widened roadway section.

Paving Plans and Details

CONSULTANT will prepare paving plans for the project. The plans will show notable dimensions for paving features. The plans will also show curb returns, tapers, intersection layouts, and proposed driveway access locations, which are typically shown at the preliminary phase. A preliminary extent of disturbance along the corridor will be shown in the form of cut/fill lines.

Pavement Marking and Signing

CONSULTANT will prepare pavement marking plans for the project. The plans will show dimensions for lanes, crosswalks, stop bars, pavement marking symbols and tapers and meet the requirements of the MUTCD and City standards. Signing will not be included on these plans as part of the 30% Design.

11.2.3. Stormwater Design

Drainage Plans and Details

CONSULTANT will prepare plans and details for the LID and gravity drainage design, including plan views of drainage pipes and structures, LID features, connections to the existing stormwater systems, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities.

11.2.4. Creek Crossing and Structural Design

Culvert Plan and Profiles

The CONSULTANT shall advance the design of the preferred alternative selected during Preliminary Engineering for each of the two creek crossing locations. Data and models developed in preliminary engineering will be used to complete the design. Plan and profile sheets will show existing grading upstream and downstream of each crossing and proposed grading that will be required to match the existing channels.

Culvert Sections and Details

The CONSULTANT will prepare sections showing a cross section for each stream depicting the existing culvert structure, creek section, and proposed culvert replacement structure with associated grading and streambed materials. Structural details will be developed for each culvert replacement structure meeting the structural requirements of the AASHTO LRD.

Retaining Walls

Design will evaluate the type, size, and location of structural retaining walls. The CONSULTANT will evaluate up to three wall alternative types and identify a preferred type for each retaining wall by accounting for construction staging/sequencing, clearances, site constraints, geotechnical conditions, cost, constructability, and maintenance. Retaining wall plan and profiles for 30% will be developed showing the preferred type for each wall.

Stream Restoration

The CONSULTANT will prepare plan sheets showing preliminary limits of work at each creek crossing and associated areas for restoration.

11.2.5. Signals & Illumination

The CONSULTANT will prepare traffic signal modification plans and details for each signalized intersection and RRFB crossing (2) where improvements are warranted. Signal plans will include equipment placement, proposed equipment schedule, and work items of significant project impact.

Illumination layout plan sheets and details will be provided for the corridor. Design will reflect the selected preferred illumination design. Plans will show proposed locations for new illumination on Snohomish County PUD poles.

11.2.6. Utility Design

Utility Plans

Utility design shall be advanced based upon limits identified from Preliminary Engineering for initial limits of existing utility infrastructure to be retained and existing utility infrastructure to be replaced. A utility corridor plan will be developed to identify potential utility conflict locations. This plan will be provided to affected utilities to aid in potholing efforts to be completed by the CITY and Franchises. CONSULTANT will coordinate with affected utilities to identify type, size and location of future utilities. CONSULTANT will work with the

Franchises to locate their proposed facilities but will not design their work. Franchise Utility design will be completed by the Franchises.

Assumption(s):

Non-CITY Utilities may include:

- Puget Sound Energy – Natural Gas Main
- Snohomish PUD – Transmission and Distribution Power
- Comcast – Cable TV / Fiber Optics
- Century Link – Telephone Communications/Fiber Optic
- Frontier – Telephone Communications/Fiber Optic

CITY Utilities include:

- Water Main
- Sanitary Sewer
- Storm Water (See Stormwater Design)
- Traffic and Illumination Conduit / Fiber (See Traffic Design)

11.3. Estimate

The CONSULTANT shall produce a 30% Engineer's Opinion of Probable Cost Estimate to include in the 30% submittal documents. Unit Quantity calculations will be determined using measurement tools in AutoCAD and documented on excel worksheets, showing assumptions made in determining quantities for each bid item. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices with input from Ott-Sakai Constructability Sub-Consultants.

Assumption(s):

- The Engineer's Opinion of Probable Cost will be developed for the full project corridor without phasing and assume construction begins in 2021. Contingencies will be included for a 30% level of design and adjustments for a 2021 start year for construction. An additional contingency may also be included to reflect added costs for phased construction.

11.4. 30% Submittal

CONSULTANT shall provide all documents for the 30% submittal to the CITY electronically. The delivery package shall include the Plans, Engineer's Opinion of Probable Cost Estimate, and Design Report documenting the design decisions shaping the project.

Deliverable(s):

- 30% Plans
- 30% Engineer's Opinion of Probable Cost Estimate
- Design Report
- Project Corridor Roll Plot

TASK 12. VALUE ENGINEERING STUDY – TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding sources, the scope for this Task and its associated budget will be developed as necessary and authorized by future supplemental agreement, if required.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare documentation, and prepare NEPA/SEPA, City, and JARPA permit application packages.

13.1. Organize an Environmental Kick-off meeting and site visit.

Attendees should include the CONSULTANT team technical staff, design team leads, and CITY staff.

13.2. NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination

- A. Organize and conduct up to three project overview and site visit meetings with agency permitting staff. Attendees may include staff from the Corps, WDFW, WSDOT Highways & Local Programs (H&LP), CITY planning, and representatives from tribal interests.
- B. Participate in one (1) CITY-hosted public open house by two environmental/permit staff.
- C. Coordinate with regulatory agencies on a consistent basis during reviews to facilitate the process and quickly respond to agency requests or comments.
- D. Participate in design team coordination meetings by up to two environmental/permit staff.

13.3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork

- A. Field staff will review pertinent background information including the Soils Survey of Snohomish County Area, Soil Conservations Service, NWI maps, CITY maps and critical area code sections, as well as database information from WDFW, WDNR, USFWS, and NOAA Fisheries.
- B. CONSULTANT wetland biologists (one team of two) will delineate wetlands and stream bank/ OHWM over 2 days within the study area using the three parameter methods described in the Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), as updated by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (U.S. Army Corps of Engineers 2010).
- C. Wetlands found within the 88th Street NE, Corridor as well as approximately 300-feet upstream and downstream of Allen Creek and an unnamed tributary to Allen Creek within the corridor will be delineated and assessed
- D. To support the endangered species act evaluation and critical area report, baseline assessment of fish and wildlife use of the existing embankment area of the stream corridor will be conducted by up to one qualified CONSULTANT biologist.
- E. Identified wetlands and streams will be documented with appropriate data sheets and boundaries marked with visible plastic flagging for pickup by the survey team. Wetlands will be rated according to City and Ecology methods.

13.4. Wetland and Stream Delineation Report Preparation

This report will document existing conditions of the project area, assessment and location of existing on-site wetlands and description of habitat structures and surface water features (ditches and streams) in a Wetland and Stream Delineation Report suitable for the Corps permit application. Wetland classifications and data forms will be included.

13.5. Cultural Resources Assessment – to be authorized by future supplement

The preparation of the Cultural Resources Assessment will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

In support of NEPA and Clean Water Act Permitting with the US Army Corp of Engineers (USACE), as related to wetlands and work below the Ordinary High Water Mark (OHWM), this work would include the preparation of a Cultural Resources Assessment Report in accordance with the published Department of Archaeology and Historic Preservation (DAHP) standards and guidelines, as well as those of the Secretary of the Interior.

13.5.1. Preliminary Review

- The CONSULTANT will conduct background research using the DAHP's WISAARD database as well as other relevant documents, as needed, pertaining to sites and cultural resources surveys previously recorded in (and in the vicinity of) the project area. Background research will also address ethnographic information regarding Tribal affiliations (for use in determining Traditional Cultural Property [TCP] likelihood).
- A Washington DAHP EZ1 Form will be completed for submittal as part of the EO 05-05 process to inquiry as to whether additional work will be mandated (there is a potential that this would limit or eliminate further work).
- Provide an APE document with maps and project description to H&LP so they can initiate consultation with the SHPO and all concerned parties. Based on comments and the FHWA determination of whether it will have the potential to effect historic properties proceed to Step 2, Research and Field Investigation.

13.5.2. Research and Field Investigation

- The CONSULTANT will conduct background research and then a field investigation consisting of a pedestrian reconnaissance to evaluate the area and to record historic property information for all structures 45 years of age or older. Above-ground inspection will consist of identifying any historic-aged resources located in and/or immediately adjacent to the project area that have not yet been inventoried and, if necessary, evaluated for listing on the National Register of Historic Places (NRHP).
- Photographs will be taken of the project area, shovel probes, cultural materials and/or other areas of interest. Description/details of the photos will be entered in a photo log.
- As necessary, maps will be produced to show the location of the observed resources with reference to surrounding natural and human-built features.

13.5.3. Monitoring (if required)

- The CONSULTANT will monitor any geotechnical testing of soils in the project area to determine whether buried historic or pre-contact materials are present in returned soils or if profiles (as exposed) contain archaeological material or the potential for locating them.
- If monitoring of soil testing is mandated or requested those data would be included in any reporting documentation, hence task item 2 (above) reporting would not take place until all field work was completed.

Assumption(s)

- All review comments will be received in accordance with the project schedule. Delays and/or revisions to complete design due to receipt of untimely review comments and directions will be considered extra work.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

13.6. Endangered Species Act Compliance – Biological Assessment Preparation

The Biological Assessment (BA) is to evaluate the PROJECT in terms of its potential impacts to any species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA).

- The BA will be prepared by a WSDOT certified author (to cover any potential future NEPA process) and include detailed descriptions of all project activities, status and occurrence of listed species in project area, direct and indirect effects to all listed species and critical habitat, and conservation measures.
- The BA will include an effects determination for each listed species and critical habitat. If required, an analysis of Essential Fish Habitat (EFH) will be completed as part of the BA and will also include an effects determination.

13.7. Critical Area Report Preparation – to be authorized by future supplement

The preparation of the Critical Area Report will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

The Critical Area Report (CAR) documents impacts and identify mitigation in compliance with the City Critical Areas Ordinance. The CAR builds upon information already developed for the Wetland and Stream Delineation Report, Geotechnical Report and Biological Assessment.

The CAR will be developed to address the best available science requirements. The report will identify the general extent and location of PROJECT critical areas as defined by the CITY including wetlands, streams, geologic hazard areas, habitat areas and their buffers in the study area. The Critical Areas Report will incorporate information from Task 6 – Geotechnical Engineering - to address Geologic Hazard Areas.

CONSULTANT will work with CITY planners to develop up to three mitigation options for consideration. The options will be developed in GIS and will be supplemented with a brief narrative describing the concept pros and cons to facilitate the screening to a preferred option.

A general description of the mitigation required and the preferred conceptual level mitigation option will be presented in the CAR.

13.8. Prepare a noise assessment to meet FHWA and WSDOT requirements

- Monitor noise levels at up to six locations to document existing (2018) noise levels.
- Obtain segment traffic counts from the CITY at appropriate locations as developed in Task 8.11.
- Analyze project impacts using the FHWA Traffic Noise Model (TNM, version 2.5).
- Model Horizon Design year traffic data (2035) PM peak-hour; if that fails then use free-flow LOS C hourly volumes) and road configurations.
- Model & evaluate noise impacts with TNM.
- Evaluate noise abatement measures where noise impacts are predicted based on expected land uses in the corridor.
- Initiate preparation of a draft and final technical memorandum/report.

13.9. Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements. – to be authorized by future supplement as needed

- CAL3QHC modeling for highest volume intersection in corridor.
- Code intersection for modeling with CAL3QHC.
- Develop interim and design year vehicle emission rates from MOVES2014 using National Defaults for Snohomish County, Washington.
- Assign intersection traffic volumes for existing (2018) and a horizon design (2035) year as developed in TASK 8.E.
- Model selected intersection with CAL3QHC for existing, existing (2018) and horizon design (2035) years.
- Prepare draft and final memorandum/technical report.

13.10. Initiate Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations within 0.5 miles of the project corridor.

- Pull 2010 Census reports using the EPA EJ finder.
- Supplement the national data with information collected from the Marysville School District or County available demographic databases.
- Complete the Social and Community Impacts Decision Matrix from the Local Programs ECS Guidebook.
- Initiate preparation of a brief memorandum to summarize the demographic and income information.

13.11. NEPA Documentation and Approval

- The CONSULTANT shall initiate preparation of NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The Local Agency Environmental Classification Summary form (ECS) is the assumed NEPA document for a Documented Categorical Exclusion (DCE) to process the 88th ST NE Corridor project.
- THE CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle. THE CONSULTANT will also coordinate with WSDOT to address comments on the ECS and any of the environmental documentation prepared above
- The CONSULTANT shall coordinate with the cultural resources subconsultant for their deliverable and incorporate their findings into the NEPA/SEPA checklist and coordinate responses to comments.

13.12. Hazardous Materials

CONSULTANT will conduct a Hazardous Materials (HazMat) Analysis Report to identify and evaluate known or potentially contaminated sites that may adversely affect the environment, create significant construction impacts, and/or incur cleanup liability to the CITY. This information will be used to allow the CITY and the CONSULTANT, together with the Washington State Department of Transportation (WSDOT), to make informed decisions regarding the selection of alternative, or mitigation measures and/or the necessity of initiating early coordination with relevant regulatory agencies.

- CONSULTANT will obtain and review the results of a federal, state, and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures specified by Section 8.2, Standard Environmental Record Sources of ASTM International (ASTM) E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The evaluation will focus on sites that are located within ¼ mile of the alignment, or as required by ASTM. Subject to availability, CONSULTANT will review the following environmental records:
 - Federal National Priority List (NPL or Superfund) Site List
 - Federal CERCLIS LIST

- Federal CORRACTS TSD Facilities List
- Federal RCRA non-CORRACTS TSD Facilities List
- Federal ERNS List
- Washington State's Lists of Hazardous Waste Sites Identified for Investigation or Remediation (Confirmed and Suspected Contaminated Sites List [CSCSL])
- Washington State's Landfill or Solid Waste Sites List
- Washington State's Leaking UST List
- Washington State's Registered UST List

Based on the results of the regulatory database search, CONSULTANT will make a request to review site files maintained by the Washington State Department of Ecology's Northwest Regional Office (Ecology NWRO). Site files made available by Ecology will be reviewed for information about current site environmental conditions.

CONSULTANT will review available historical data sources for the project area and vicinity, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available development data.

- CONSULTANT will conduct a windshield survey of the project area, including adjoining properties - with a focus on indications of hazardous substances, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal pits and sumps, and utilities. Interviews with property owners will not be conducted based on the nature of the project.
- The information gathered from the regulatory database, Ecology records review, historical documentation, and windshield survey will be summarized in a Hazardous Materials Analysis Report. The report will include a description of methods, findings, and conclusions, as well as the following:
 - Lists of sites with potential for presence of contaminated and hazardous material/waste sites identified in the regulatory database search
 - Maps of potentially contaminated hazardous material/waste sites identified in the regulatory database search, overlaid with the project footprint.

13.13. SEPA checklist preparation – to be authorized by future supplement

The preparation of the SEPA Checklist will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

- Prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11.
- Provide SEPA response to comment support with up to 10 unique responses to public comments.

13.14. Permit Support – to be authorized by future supplement

Permit Support upon submission of permit applications will be fully scoped, budgeted and authorized by future supplement at completion of the 30% Design, once the project footprint is established.

- The PROJECT is likely to trigger a US Army Corps of Engineers permit and a Hydraulic Permit Application (HPA) for wetland impacts, stream impacts, and work below the OHWM. The CONSULTANT will prepare a Joint Aquatic Resource Protection Application (JARPA) for review and signature by the City.
- THE CONSULTANT will prepare up to 10 JARPA specific graphics using CADD and GIS to support the application package and submittal to Corps and Ecology.
- Prepare on behalf of the CITY the WDFW on-line JARPA (APPS) form.
- Prepare the City of Marysville Critical Area Permit Application package.
- Coordinate with the agency permit reviewers to facilitate review and comments for permit acquisition.

CITY Responsibilities:

- Provide any existing project data or environmental reports prepared for previous work along the 88th Street NE Corridor and the Allen Creek and unnamed tributary crossing areas, or nearby development projects.
- CITY will coordinate acquisition of Rights-of-entry requested by CONSULTANT
- CITY will handle SEPA processing based on SEPA checklist drafted by the CONSULTANT.
- The SEPA checklist and SEPA determination will be signed by the CITY
- Public notification will be handled by CITY staff. Copying, distribution, signage, postage etc. are not covered in this scope of work.
- Conduct review and provide comment on the draft SEPA checklist.
- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.

Assumption(s):

- Rights-of-entry (ROE) to private properties shall be obtained in writing prior to any initiation of field efforts.
- SEPA checklist preparation will not require separate field work, study or analysis by the CONSULTANT. Information to prepare the checklist will be gathered from known data sources, mapping, and online research and existing documents provided by the CITY.
- The CITY will formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Mailing lists and postage fees will be provided by the CITY.
- Permit fees will be paid by the CITY.
- Public notification mailing, distribution, posting at public facilities (library, City Hall, county facilities etc.), on-site posting as required will also be handled by the CITY.
- Coordination and payment for the public notice in the local newspapers will be handled by the CITY.
- A Mitigation Plan for the wetlands and stream will be an add-on task for the final design.
- Scope and budget to support a SEPA appeal is not included and is considered Extra Work.
- The proposed project will not require construction on State Avenue or within the Cemetery
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

- Roadway plans in AutoCAD format for the proposed alignment will be provided for use with GIS in TNM modeling.
- Design year traffic data will be provided by the CITY or CONSULTANT traffic engineers.
- Interim year and design year traffic volumes (or growth rates) including turning movements and signal timing data will be provided by the CITY or CONSULTANT traffic engineers.
- Suitable design-level information for modeling will be provided.
- Qualitative discussion of other criteria pollutants, including construction emissions (e.g., PM10, PM2.5, NOx) will be sufficient.
- Qualitative discussion of mobile source air toxics and greenhouse gases is sufficient.
- Results of Task 13.2 recommendations may require additional follow-up investigation, such as a formal Phase I Environmental Site Assessment or Phase II Environmental Site Investigation - both of which are outside the scope of this AGREEMENT.
- The regulators (CITY, Tulalip Tribe and Natural Resource Agencies) all agree on the logical termini and independent utility.
- Each document is limited to two review and revision cycles by CITY and Natural Resource Agencies.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.

Deliverable(s) – to be authorized by future supplement:

- Draft and Final Wetland and Stream Delineation Report.
- Draft and Final Cultural Resources Assessment Report (electronic PDF).
- Draft and Final Biological Assessment.
- Draft and Final Critical Area Report.
- Draft and Final Noise Assessment.
- Draft and Final Air Quality Assessment.
- Draft and Final EJ Evaluation.
- Draft and Final ECS form.
- Draft and Final Hazardous Material Report
- Draft and Final SEPA Checklist.
- Draft and Final JARPA for Corps/Ecology.
- Draft On-Line JARPA for WDFW (APPS).
- Draft and Final Critical Area Permit Package for City of Marysville permitting.
- City Permits.

TASK 14. 60% DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

14.1. 60% Design

The scope of work for 60% Design Submittal will be reviewed and defined at completion of the 30% Design. The associated budget for these efforts will be developed and authorized by supplemental agreement.

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN – TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE

The CONSULTANT shall provide constructability input and review of the culvert and wall construction for the 30% Design submittal. The Constructability Analysis and Mock Bid Exercise for the 60% Design and 90% Design packages will be scoped and authorized by future supplement.

Assumption(s):

- Current Project schedules to remain as assumed at beginning of contract.

Deliverable(s):

- Constructability Review comments to the 30% Design submittal.

TASK 17. REAL ESTATE SERVICES - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Real Estate Services Design will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. Associated budgets for these efforts will be developed / revised and authorized by supplemental agreement(s).

TASK 18. FUNDING SUPPORT - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Funding Support will be reviewed and defined at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

Exhibit B
DBE Participation

DBE not applicable

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D-1

Agreement Number:

Exhibit D-1

City of Marysville: 88th Street Corridor

Task #	Task Description	From "Labor Budget" Tab	From "Expenses" Tab	Master3
		Billable Labor	Billable Expenses	
1	Task 1 - Project Management & Administration	\$ 59,997.32	\$ 3,123.75	\$63,121.07
2	Task 2 - Client Communications & Coordination	\$ 20,644.92	\$ 1,130.50	\$21,775.42
3	Task 3 - Quality Assurance / Quality Control	\$ 4,379.90	\$ 645.00	\$5,024.90
4	Task 4 - Data Collection / Review Information	\$ 17,996.10	\$ 161.30	\$18,157.40
5	Task 5 - Survey & Mapping	\$ 6,613.06	\$ 204,519.75	\$211,132.81
6	Task 6 - Geotechnical Engineering	\$ 2,420.77	\$ 136,897.25	\$139,318.02
7	Task 7 - Watermain & Sanitary Sewer	\$ 28,175.20	\$ 81.50	\$28,256.70
8	Task 8 - Traffic Analysis	\$ 29,366.50	\$ 11,409.00	\$40,775.50
9	Task 9 - Preliminary Design	\$ 107,701.66	\$ 1,111.75	\$108,813.41
10	Task 10 - Design Report	\$ 22,349.86	\$ 296.25	\$22,646.11
11	Task 11 - 30% Design	\$ 254,269.90	\$ 548.75	\$254,818.65
12	Task 12 - Value Engineering Study	\$ -	\$ -	\$0.00
13	Task 13 - Environmental Documentation & Permitting	\$ 67,351.78	\$ 1,056.00	\$68,407.78
14	Task 14 - 60% Design	\$ -	\$ -	\$0.00
15	Task 15 - Final Design Packages - Segment Design	\$ -	\$ -	\$0.00
16	Task 16 - Constructability Analysis & Mock Bid	\$ -	\$ 4,082.50	\$4,082.50
17	Task 17 - Real Estate Services	\$ 1,726.48	\$ 206.50	\$1,932.98
18	Task 18 - Funding Support	\$ -	\$ -	\$0.00
19	Task 19 Bidding Phase Assistance	\$ -	\$ -	\$0.00
20	Task 20 - Public Involvement	\$ -	\$ -	\$0.00
				\$988,263.25
Escalation				\$10,902.38
		\$ 622,993.45	\$ 365,209.80	\$999,165.63

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Marysville: 88th Street Corridor

	Pavlik, Michael A	Feyrer, Paul A	Sanders, Cody Lee	Finn, Marlene C	Johnson, Lawrence S	Magee, Brian G	Buchheit, Robert Andrew (Robert)	Barber, Stuart W	McDonald, Kenneth Eugene Jr.	Wicker, Carlos C	Frye, Jeffrey L	Andrews, Frederick L	Va, John Viet T	Nguyen, Tony	Keller, Larry D
Project Role	Project Manager	Project Principle	Project Accountant	Project Coordinator	QA/QC Lead	Design Manager	Resurvey Lead	Resurvey Engineer	Resurvey EIT	Civil CAD	Senior CAD Manager	Structures QA/QC	Structures Lead	Structures EIT	Structures CAD
Billing Rate	241.45	288.86	74.58	104.49	183.20	143.42	148.95	119.76	91.79	124.86	143.42	197.60	143.42	96.81	137.97
HDR Job Title	MGT MGT100 Sect on Manager Team Leader	MGT MGT100 Area Business Group Director	FIN FIN210 Project Accountant 1	ACM ACM400 Administrative Project Coordinator	PJM PJM210 Project Manager Engineering	ETR ETR200 Engineer Transportation	ERA ERA100 EIT Rail	ETR ETR100 EIT Transportation	ETR ETR100 EIT Transportation	BIM BIM200 BIM Specialist Civil 3	BIM BIM200 BIM Specialist Civil 3	MGT MGT100 Sect on Manager Team Leader	EBR EBR200 Engineer Bridge	EBR EBR100 EIT Bridge	BIM BIM200 BIM Specialist Civil 3
Direct Rates	84.18	100.71	26.00	36.43	63.87	60.00	51.83	41.75	32.00	43.53	60.00	68.89	50.00	33.75	48.10
1 Task 1 - Project Management & Administration	150	10	90	10	4	46	0	0	0	0	2	2	2	0	0
1.1 Project FTP, Project Setup, Mgmt Plan, HASP															
1.1 (a) Project Setup	4		24	2											
1.1 (b) Project Mgmt Plan / Quality Mgmt Plan / HASP	16	2		4	2										
1.2 Project Team Coordination Meetings (36)	36					36									
1.3 Project Schedule (Initial + 8 updates)	24					4									
1.4 Progress Reporting and Invoicing (16)	8		32												
1.5 Subcontractor Coordination	16		32												
1.6 Project Kick-off Meeting	6		2	4	2	6					2	2	2		
1.7 Project Team Management	40	8													
1.8 Project Close-out															
2 Task 2 - Client Communications & Coordination	76	0	0	0	0	16	0	0	0	0	0	0	0	0	0
2.1 Bi-weekly 5/15 Reports (36)	12														
2.2 Monthly Client Coordination Meetings (16)	32					16									
2.3 General ongoing communications	32														
3 Task 3 - Quality Assurance / Quality Control	6	0	0	0	16	0	0	0	0	0	0	0	0	0	0
3.1 Preliminary Engineering	2				4										
3.2 Design Report 30%	2				4										
3.3 30% Design Submittal	2				8										
4 Task 4 - Data Collection / Review Information	0	0	0	0	0	4	0	4	8	0	0	0	8	0	0
4.1 Obtain / request data from City & Utilities						2									
4.2 Review existing data								4	8					4	
4.3 Prepare Data Needs Memo						2							4		
5 Task 5 - Survey & Mapping	2	0	0	0	0	10	0	4	28	4	0	0	8	0	0
5.1 Research & Existing Data Compilation						2									
5.2 Coordinate Survey Control															
5.3 Coordinate Field Survey & Basemapping						2			8						
5.4 Review ROW Legals & Exhibits															
5.5 Develop ROW Plans						2			12	4					
5.6 Review Office Survey Deliverables						2		4	8					4	
5.7 Coordinate Supplemental Surveys	2					2							4		
6 Task 6 - Geotechnical Engineering	6	0	0	0	0	6	0	0	0	0	0	0	0	0	0
6.1 Coordinate Geotechnical setup						2									
6.2 Coordinate Subsurface Explorations & Lab Testing	2					2									
6.3 Coordinate Geotechnical Design Services	4					2									
7 Task 7 - Watermain & Sanitary Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7.1 Conduct Conditions & Capacity Analysis															
7.2 30% Design Submittal															
8 Task 8 - Traffic Analysis	2	0	0	0	0	2	0	0	0	0	0	0	0	0	0
8.1 Data Collection & O/D Study															
8.2 Operations Analysis															
8.3 Traffic Technical Memorandum	2					2									
9 Task 9 - Preliminary Design	24	2	0	0	12	68	48	28	40	4	4	28	110	0	4
9.1 5% Design															

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	Powda, Michael A.	Feiner, Paul A.	Sanders, Cory Lee	Finn, Maureen C.	Johnson, Lawrence S.	Mugger, Brian G.	Buchwald, Robert Andrew (Robert)	Baron, Stuart W.	McDonnell, Kenneth Eugene Jr.	Witasek, Carlos C.	Frye, Jeffrey L.	Anderson, Frederick L.	Vo, John Viet T.	Nguyen, Tony	Keller, Larry D.
9.1.1. Develop Design Criteria	8	2				12	0	4	40	4	4		8		
9.1.2. Roadway							36	24				14	60		4
9.1.3. Creek Crossings															
9.1.4. Utilities & Stormwater															
9.1.5. Traffic															
9.2. Develop Preferred Alternative	8				4	16	4					8	20		
9.3. Preliminary Engineering Report															
9.3.1. Draft Report & Rollplot	4					28	6					1	12		
9.3.2. QC Draft Report & Rollplot					4							3	1		
9.3.3. Final Report & Rollplot	4					12	2					1	8		
9.3.4. QC Final Report & Rollplot					4							2	1		
10. Task 10 - Design Report	10	0	0	0	12	28	6	0	0	0	0	4	28	0	0
10.1. 30% Submittal															
10.1.1. Structures Technical Memorandum	2														
10.1.2. Traffic Technical Memorandum	2											4	28		
10.1.3. Incorporate Preliminary Engineering Report	6				12	28	6								
11. Task 11 - 30% Design	50	4	0	0	28	184	252	172	172	88	40	24	88	96	60
11.1. 30% Design	40	4			28	10	120	84		88	40		16		
11.2. 30% Plans															
11.2.1. General Sheets						32			20						
11.2.2. Roadway Design						104	120	88	140						
11.2.3. Stormwater Design						8									
11.2.4. Creek Crossings & Structural Design						6						6	60	72	60
11.2.5. Signal & Illumination						4									
11.2.6. Utility Design & Coordination						10									
11.3. Estimate	8					8	12	0	12			2	12	24	
11.4. 30% Submittal	2					2						16			
12. Task 12 - Value Engineering Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Task 13 - Environmental Documentation & Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13.1. Organize Kick-off Meeting															
13.2. NEPA/SEPA/Permitting Stakeholder Mtgs & Coordination															
13.3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline															
13.4. Wetland & Stream Delineation Report															
13.5. Cultural Resources Assessment															
13.6. ESA compliance - Biological Assessment															
13.7. Critical Areas Report															
13.8. Noise Assessment re: FHWA & WSDOT															
13.9. Air Quality Assessment re: FHWA & WSDOT															
13.10. Environmental Justice Documentation re: FHWA & WSDOT															
13.11. NEPA Documentation & Approval															
13.12. Hazardous Materials															
14. Task 14 - 60% Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Task 15 - Final Design Packages - Segment Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Task 16 - Constructability Analysis & Mock Bld	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Task 17 - Real Estate Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17.1. RES Effort Management															
18. Task 18 - Funding Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Task 19 Bidding Phase Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Task 20 - Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Total Hours	326	16	90	10	72	364	306	208	248	96	46	58	244	96	64
Task Total Fee \$	78,713	\$ 4,622	\$ 6,712	\$ 1,045	\$ 13,190	\$ 52,205	\$ 45,579	\$ 24,910	\$ 22,764	\$ 11,987	\$ 6,597	\$ 11,461	\$ 34,994	\$ 9,294	\$ 8,830

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Marysville: 88th Street Corridor

	Ericson, John A	White, Frances P	Ward, Brian K	Kay, Luan	Stang, Jonathan M	Samson, Jenison	Peterson, Beth C	Warden, Peter GY	Dorn, George	Gunn, Matthew C	Daneshk, Lisa C	Kawachi, Kinoko M	Wach, Jar D	Gifford, Marissa A	Mahon, Andrew C
Project Role	Storm Drainage GAO	Storm Drainage Lead	Stormwater Senior Project Engineer	Stormwater EIT	Utility Lead	Utility Engineer	Fish Passage / Hydraulics Lead	Hydraulics Engineer	Hydraulics EIT	Landscape Architect	Environmental Lead	Environmental GAO	Fish Biologist	Environmental Planner	Sr Environmental Scientist
Billing Rate	153.83	111.55	189.28	93.22	180.24	107.56	227.54	109.14	90.35	139.77	135.87	205.00	123.45	108.88	230.21
HDR Job Title	EWREWR2000 Engineer Water Resources	ESA ESA100 EIT Sanitary	EWREWR3000 Engineer Water Resources Sr	EWREWR100 EIT Water Resources	ESA ESA300 Engineer Sanitary	ESA ESA200 Engineer Sanitary	MGT MGT100 Section Manager Team Leader	EWREWR100 EIT Water Resources	EWREWR100 EIT Water Resources	LAR LAR200 Landscape Architect	GIS GEN200 Environmental Scientist 2	MGT MGT100 Section Manager Team Leader	ENS ENS300 Biological Sr	PLN PLN100 Environmental Planner 1	MGT MGT620 Area Business Group Director
Direct Rates	63.63	38.89	65.09	32.50	62.84	37.50	79.33	38.05	31.50	48.73	47.37	71.47	43.04	37.95	80.26
1 Task 1 - Project Management & Administration	2	0	0	0	2	0	2	0	0	2	2	0	0	0	0
1.1 Project FIP, Project Setup, Mgmt Plan, HASP															
1.1 (a) Project Setup															
1.1 (b) Project Mgmt Plan / Quality Mgmt Plan / HASP															
1.2 Project Team Coordination Meetings (36)															
1.3 Project Schedule (Initial + 8 updates)															
1.4 Progress Reporting and Invoicing (16)															
1.5 Subconsultant Coordination															
1.6 Project Kick-off Meeting	2				2		2			2	2				
1.7 Project Team Management															
1.8 Project Close-out															
2 Task 2 - Client Communications & Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.1 Bi-weekly 5/15 Reports (36)															
2.2 Monthly Client Coordination Meetings (16)															
2.3 General ongoing communications															
3 Task 3 - Quality Assurance / Quality Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1 Preliminary Engineering															
3.2 Design Report 30%															
3.3 30% Design Submittal															
4 Task 4 - Data Collection / Review Information	8	10	0	0	16	64	0	0	0	0	0	0	0	0	0
4.1 Obtain / request data from City & Utilities		2			2	8									
4.2 Review existing data	8	8			12	48									
4.3 Prepare Data Needs Memo					2	8									
5 Task 5 - Survey & Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5.1 Research & Existing Data Compilation															
5.2 Coordinate Survey Control															
5.3 Coordinate Field Survey & Basemapping															
5.4 Review ROW Legals & Exhibits															
5.5 Develop ROW Plans															
5.6 Review Office Survey Deliverables															
5.7 Coordinate Supplemental Surveys															
6 Task 6 - Geotechnical Engineering	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
6.1 Coordinate Geotechnical setup															
6.2 Coordinate Subsurface Explorations & Lab Testing															
6.3 Coordinate Geotechnical Design Services		1													
7 Task 7 - Watermain & Sanitary Sewer	0	0	0	0	68	148	0	0	0	0	0	0	0	0	0
7.1 Conduct Conditions & Capacity Analysis					28	60									
7.2 30% Design Submittal					40	88									
8 Task 8 - Traffic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8.1 Data Collection & O/D Study															
8.2 Operations Analysis															
8.3 Traffic Technical Memorandum															
9 Task 9 - Preliminary Design	2	26	0	16	32	86	10	70	46	4	10	0	0	0	0
9.1 5% Design															

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	Braden, John A.	White, Francisco P.	Wood, Sean R.	Navy, Lutz	Stirling, Jonathan M.	Sarmon, Jason	Peterson, Beth C.	Wurden, Peter G V.	Doran, Gabe	Gornat, Matthew C.	Danesh, Leo C.	Kiewit, Kaitia M.	Wich, Ian D.	Gallard, Matthew A.	Mulvan, Avarice C.
9.1.1 Develop Design Criteria		10						4		4	10				
9.1.2 Roadway							8		32						
9.1.3 Creek Crossings															
9.1.4 Utilities & Stormwater	2	16		16	8	28		64							
9.1.5 Traffic															
9.2 Develop Preferred Alternative					4	8		8	4						
9.3 Preliminary Engineering Report															
9.3.1 Draft Report & Rollplot					8	18		2	6						
9.3.2 QC Draft Report & Rollplot					4	8	1								
9.3.3 Final Report & Rollplot					4	16		2	4						
9.3.4 QC Final Report & Rollplot					4	8	1								
10 Task 10 - Design Report	0	2	0	0	0	0	4	4	8	0	0	0	0	0	0
10.1 30% Submittal															
10.1.1 Structures Technical Memorandum															
10.1.2 Traffic Technical Memorandum															
10.1.3 Incorporate Preliminary Engineering Report		2					4	4	8						
11 Task 11 - 30% Design	8	128	10	88	26	88	14	60	44	18	16	0	0	0	0
11.1 30% Design		16						16		16	16				
11.2 30% Plans															
11.2.1 General Sheets															
11.2.2 Roadway Design															
11.2.3 Stormwater Design	8	104	8	80			12	40	40						
11.2.4 Creek Crossings & Structural Design															
11.2.5 Signal & Illumination					18	68									
11.2.6 Utility Design & Coordination															
11.3 Estimate		8	2	8	8	20	2	4	4	2					
11.4 30% Submittal															
12 Task 12 - Value Engineering Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13 Task 13 - Environmental Documentation & Permitting	0	0	0	0	0	0	0	0	0	0	86	16	188	202	16
13.1 Organize Kick-off Meeting											4		4	4	
13.2 NEPA/SEPA/Permitting Stakeholder Mtgs & Coordination											40			24	
13.3 Wetlands, Streams, Fish, Wildlife & Habitat Baseline											8		50		
13.4 Wetland & Stream Delineation Report											4	2	50		
13.5 Cultural Resources Assessment															
13.6 ESA Compliance - Biological Assessment											4	2	60		
13.7 Critical Areas Report															
13.8 Noise Assessment re: FHWA & WSDOT											1		8	80	16
13.9 Air Quality Assessment re: FHWA & WSDOT															
13.10 Environmental Justice Documentation re: FHWA & WSDOT											8	2	8	40	
13.11 NEPA Documentation & Approval											16	2	8	24	
13.12 Hazardous Materials											1	8		30	
14 Task 14 - 60% Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15 Task 15 - Final Design Packages - Segment Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16 Task 16 - Constructability Analysis & Mock Bid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17 Task 17 - Real Estate Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17.1 RES Effort Management															
18 Task 18 - Fencing Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19 Task 19 Bidding Phase Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20 Task 20 - Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Total Hours	20	167	10	104	144	386	30	134	98	24	114	16	188	202	16
Task Total Fee \$	3,077	\$ 18,629	\$ 1,893	\$ 9,695	\$ 25,955	\$ 41,518	\$ 6,826	\$ 14,625	\$ 8,854	\$ 3,354	\$ 15,489	\$ 3,280	\$ 23,209	\$ 21,094	\$ 3,683

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LABOR ESTIMATE, HDR ENGINEERING STAFF
City of Marysville: 88th Street Corridor

	Hawkins, Kimberly A.	Baldwin, Wilson D.	Alonzo, Robert C.	Wang, Jia	Greenough, Jesse A.	Baldwin, Janel L.		
Project Role	Environmental Scientist	Traffic / MOT Lead	Signals & Illumination Lead	Traffic Engineer	Traffic EIT	RES Lead	Total Labor Hours	Total Labor Dollars - Billable
Billing Rate	112.66	240.94	157.76	171.67	95.89	215.81		
HDR Job Title	ENV 504000 Environmental Scientist 2	MGT MGT100 Senior Manager Team Leader	ETP-ETP200 Engineer Traffic	ETP-ETP300 Engineer Traffic Sr	ETP-ETP100 EIT Traffic	P&L PM200 Project Manager General		
Direct Labor	38.78	84.00	55.00	59.85	33.43	75.24		
1 Task 1 - Project Management & Administration	0	2	2	0	0	2	332	\$ 56,065.72
1.1 Project ETP, Project Setup, Mgmt Plan, HASP							0	\$ -
1.1(a) Project Setup							30	\$ 2,964.70
1.1(b) Project Mgmt Plan / Quality Mgmt Plan / HASP							24	\$ 5,225.28
1.2 Project Team Coordination Meetings (36)							72	\$ 13,855.32
1.3 Project Schedule (Initial + 8 updates)							28	\$ 6,368.48
1.4 Progress Reporting and Tracking (16)							40	\$ 4,318.16
1.5 Subconsultant Coordination							48	\$ 6,249.76
1.6 Project Kick-off Meeting		2	2			2	42	\$ 7,115.14
1.7 Project Team Management							48	\$ 11,968.88
1.8 Project Close-out							0	\$ -
2 Task 2 - Client Communications & Coordination	0	0	0	0	0	0	92	\$ 20,644.92
2.1 Bi-weekly 5/15 Reports (36)							12	\$ 2,897.40
2.2 Monthly Client Coordination Meetings (16)							48	\$ 10,021.12
2.3 General ongoing communications							32	\$ 7,726.40
3 Task 3 - Quality Assurance / Quality Control	0	0	0	0	0	0	22	\$ 4,379.00
3.1 Preliminary Engineering							6	\$ 1,215.70
3.2 Design Report 30%							6	\$ 1,215.70
3.3 30% Design Submittal							10	\$ 1,948.50
4 Task 4 - Data Collection / Review Information	0	0	8	2	14	0	146	\$ 17,996.10
4.1 Obtain / request data from City & Utilities			2	2	2		20	\$ 2,581.54
4.2 Review existing data			2		4		98	\$ 11,934.92
4.3 Prepare Data Needs Memo			4		8		28	\$ 3,479.64
5 Task 5 - Survey & Mapping	0	0	0	0	0	0	56	\$ 6,613.06
5.1 Research & Existing Data Compilation							2	\$ 286.84
5.2 Coordinate Survey Control							0	\$ -
5.3 Coordinate Field Survey & Basemapping							10	\$ 1,021.16
5.4 Review ROW Legal & Exhibits							0	\$ -
5.5 Develop ROW Plans							18	\$ 1,887.76
5.6 Review Office Survey Deliverables							18	\$ 2,073.88
5.7 Coordinate Supplemental Surveys							8	\$ 1,343.62
6 Task 6 - Geotechnical Engineering	0	0	0	0	0	0	13	\$ 2,420.77
6.1 Coordinate Geotechnical setup							2	\$ 286.84
6.2 Coordinate Subsurface Investigations & Lab Testing							4	\$ 769.74
6.3 Coordinate Geotechnical Design Services							7	\$ 1,364.19
7 Task 7 - Watermain & Sanitary Sewer	0	0	0	0	0	0	216	\$ 28,175.20
7.1 Conduct Conditions & Capacity Analysis							88	\$ 11,500.32
7.2 30% Design Submittal							128	\$ 16,674.88
8 Task 8 - Traffic Analysis	0	8	8	228	0	0	248	\$ 43,100.10
8.1 Data Collection & O/D Study		4	6	78			38	\$ 6,717.08
8.2 Operations Analysis			2	152			154	\$ 26,409.36
8.3 Traffic Technical Memorandum		4		48			56	\$ 9,973.66
9 Task 9 - Preliminary Design	0	4	40	0	52	10	780	\$ 105,556.90
9.1 5% Design							0	\$ -

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	Hawkins, Kimberly A.	Belden, William D.	Azavedo, Robert C.	Wing, Hao	Greenough, Jesse A.	Barbeau, James L.	Hours	Rate - Billable
9.1.1 Develop Design Criteria			10			10	65	\$ 9,983.34
9.1.2 Roadway							124	\$ 16,080.12
9.1.3 Creek Crossings							172	\$ 22,528.56
9.1.4 Utilities & Stormwater							70	\$ 8,917.58
9.1.5 Traffic		4	30		52		86	\$ 10,682.84
9.2 Develop Preferred Alternative							84	\$ 10,820.08
9.3 Preliminary Engineering Report							0	\$ -
9.3.1 Draft Report & Rollplot							85	\$ 11,932.28
9.3.2 QC Draft Report & Rollplot							20	\$ 3,080.40
9.3.3 Final Report & Rollplot							53	\$ 7,351.30
9.3.4 QC Final Report & Rollplot							20	\$ 3,080.40
10 Task 10 - Design Report	0	0	12	0	32	0	150	\$ 21,582.74
10.1 30% Submittal							0	\$ -
10.1.1 Structures Technical Memorandum							34	\$ 5,289.06
10.1.2 Traffic Technical Memorandum			12		32		46	\$ 6,444.50
10.1.3 Incorporate Preliminary Engineering Report							70	\$ 10,849.18
11 Task 11 - 30% Design	0	0	48	0	80	8	1894	\$ 245,454.64
11.1 30% Design			16			8	518	\$ 76,522.20
11.1 30% Plans							0	\$ -
11.2.1 General Sheets							52	\$ 6,425.24
11.2.2 Roadway Design							452	\$ 56,179.16
11.2.3 Stormwater Design							208	\$ 22,951.04
11.2.4 Creek Crossings & Structural Design							296	\$ 36,609.92
11.2.5 Signal & Illumination			24		72		100	\$ 11,284.00
11.2.6 Utility Design & Coordination							46	\$ 11,992.60
11.3 Estimate			8		8		152	\$ 19,579.14
11.4 30% Submittal							20	\$ 3,931.34
12 Task 12 - Value Engineering Study	0	0	0	0	0	0	0	\$ -
13 Task 13 - Environmental Documentation & Permitting	24	2	2	0	0	0	536	\$ 67,351.78
13.1 Organize Kick-off Meeting		2	2				16	\$ 2,270.20
13.2 NEPA/SEPA/Permitting Stakeholder Mtgs & Coordination							64	\$ 8,047.92
13.3 Wetlands, Streams, Fish, Wildlife & Habitat Baseline							58	\$ 7,259.46
13.4 Wetland & Stream Definition Report							56	\$ 7,125.98
13.5 Cultural Resources Assessment							0	\$ -
13.6 ESA Compliance - Biological Assessment							66	\$ 8,360.48
13.7 Critical Areas Report							0	\$ -
13.8 Noise Assessment re: FHWA & WSDOT							105	\$ 13,517.23
13.9 Air Quality Assessment re: FHWA & WSDOT							0	\$ -
13.10 Environmental Justice Documentation re: FHWA & WSDOT							58	\$ 6,839.76
13.11 NEPA Documentation & Approval							50	\$ 6,184.64
13.12 Hazardous Materials	24						63	\$ 7,746.11
14 Task 14 - 60% Design	0	0	0	0	0	0	0	\$ -
15 Task 15 - Final Design Packages - Segment Design	0	0	0	0	0	0	0	\$ -
16 Task 16 - Constructability Analysis & Mock Bld	0	0	0	0	0	0	0	\$ -
17 Task 17 - Real Estate Services	0	0	0	0	0	8	8	\$ 1,726.48
17.1 RES Effort Management						8	8	\$ 1,726.48
18 Task 18 - Funding Support	0	0	0	0	0	0	0	\$ -
19 Task 19 Bidding Phase Assistance	0	0	0	0	0	0	0	\$ -
20 Task 20 - Public Involvement	0	0	0	0	0	0	0	\$ -
Task Total Hours	24	16	120	230	178	28	4,499	
Task Total Fee	\$ 2,704	\$ 8,855	\$ 18,931	\$ 39,484	\$ 17,068	\$ 6,043		\$ 623,068

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EXPENSES

City of Marysville: 88th Street Corridor

Expense Summary	Task 1 - Project Management & Administration	Task 2 - Client Communications & Coordination	Task 3 - Quality Assurance / Quality Control	Task 4 - Data Collection / Review Information	Task 5 - Survey & Mapping	Task 6 - Geotechnical Engineering
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OTHER DIRECT COSTS (Enter Cost per Unit (Column C) and then Qty for each Task)

General Travel Expenses, non-government rates (These per unit costs are placeholders only. Use actual costs or client-approved per diem rates.)

Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	
Air Fare/round trip	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Airport Parking/day -- SEA or BEL	\$20.00	38	\$760.00	26	\$520.00	0	\$0.00	4	\$80.00	0	\$0.00	1	\$20.00	2	\$40.00
Car Rental/week	\$275.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Truck Rental/mo. (includes gas + mileage)	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Lodging/day	\$159.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Meals/day	\$71.00	2	\$142.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Gas/gal	\$3.40	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
HDR Owned Vehicle Mileage/mile	\$0.750	5780	\$4,335.00	2145	\$1,608.75	1210	\$907.50	330	\$247.50	176	\$132.00	83	\$62.25	165	\$123.75
POV Mileage/mile	\$0.545	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

Per Diem Travel (Look up rates at GSA Website, link below)

GSA WEBSITE	City/County	Cost per Unit	Days	Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total	Days	Task Total
Per Diem Lodging			0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Per Diem-Meals	0		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
75% Per Diem-Meals	0		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Tolls		\$5.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TRAVEL EXPENSES TOTAL				\$5,237.00		\$2,128.75		\$907.50		\$327.50		\$132.00		\$82.25		\$163.75

Field Equipment (Contact rental company for actual rates)

	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
H&S/Day	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Field Supplies (tools,ice, etc)	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Transducers (ea. Rental/month)	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Sampling Pumps	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Water Level Meter	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Well Permits (avg)	\$130.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Permit by Rule	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Photolonization Detector/Day	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CGI/Day	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Digital Camera/ week	\$35.00	3	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Trimble Unit (Dept 002 in-house)/ day	\$26.00	1	\$26.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Trimble Unit	\$675.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
FIELD EQUIPMENT TOTAL			\$131.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Office Expenses	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
Tech Fees (billed per labor hour)	\$3.70	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Copies/Page 8.5x11 B&W	\$0.05	4850	\$242.50	1000	\$50.00	500	\$25.00	500	\$25.00	100	\$5.00	100	\$5.00	100	\$5.00
Copies/Page 8.5x11 Color	\$0.45	2100	\$945.00	500	\$225.00	200	\$90.00	250	\$112.50	50	\$22.50	50	\$22.50	50	\$22.50
Copies/Page 11x17 B&W	\$0.05	4570	\$228.50	500	\$25.00	200	\$10.00	1000	\$50.00	20	\$1.00	100	\$5.00	100	\$5.00
Copies/Page 11x17 Color	\$0.50	1500	\$750.00	250	\$125.00	100	\$50.00	100	\$50.00	0	\$0.00	100	\$50.00	0	\$0.00
Bond Plots - B&W (per sq. ft.)	\$0.14	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Bond Plots - Color (per sq. ft.)	\$0.90	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Express Mail	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
CD - 1st CD \$20, each add. Copy \$10	\$20.00	10	\$200.00	10	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Conference Calling - per min per line	\$0.05	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Office Supplies-Misc. (binders etc)	\$25.00	25	\$625.00	10	\$250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
OFFICE SUPPLIES TOTAL			\$3,773.80		\$995.00		\$225.00		\$317.50		\$29.30		\$126.50		\$36.50

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Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
100	\$5.00	250	\$12.50	250	\$12.50	500	\$25.00	500	\$25.00	0	\$0.00	750	\$37.50	0	\$0.00	0	\$0.00
50	\$22.50	100	\$45.00	150	\$67.50	200	\$90.00	200	\$90.00	0	\$0.00	200	\$90.00	0	\$0.00	0	\$0.00
100	\$9.00	100	\$9.00	200	\$45.00	100	\$9.00	1000	\$90.00	0	\$0.00	250	\$22.50	0	\$0.00	0	\$0.00
50	\$45.00	100	\$90.00	150	\$135.00	100	\$90.00	200	\$180.00	0	\$0.00	200	\$180.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$250.00	0	\$0.00	0	\$0.00
	\$81.50		\$156.50		\$260.00		\$214.00		\$385.00		\$0.00		\$580.00		\$0.00		\$0.00

City of Marysville: 88th Street Corridor

Miscellaneous Expenses	Cost per Unit	Qty	Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
Traffic Data Collection	\$6,200.00	1	\$6,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
O/D Traffic Data	\$5,000.00	1	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
MISCELLANEOUS EXPENSES TOTAL			\$11,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Contingency Budget for Expenses (estimated as a % of Labor)	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
Enter percentage of labor to calculate Expense Budget	0.00%	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CONTINGENCY BUDGET FOR EXPENSES TOTAL		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

TOTAL - OTHER DIRECT COSTS	\$20,341.80		\$3,123.75		\$1,130.50		\$645.00		\$161.30		\$208.75		\$200.25	
ODC Markup (markup is entered on Project Info tab)	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
TOTAL - OTHER DIRECT COSTS + MARKUP	\$19,972.80		\$3,123.75		\$1,130.50		\$645.00		\$161.30		\$208.75		\$200.25	

SUBCONSULTANTS (Enter Sub budget for each Task. Substantiate with Subconsultant's Proposal or Quote for Services)

1-Alliance Geomatics	\$204,311.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,311.00	\$0.00
HWA Geosciences	\$136,697.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$136,697.00
Tierra ROW Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ott-Sakai	\$3,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Appraisal Group of the NW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Duncan & Associates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Performance Plane, LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontracts Total	\$344,928.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,311.00	\$136,697.00
Markup on Subs (markup is entered on Project Info tab)	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Total Subcontracts + Markup	\$344,928.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204,311.00	\$136,697.00
Total Expenses (ODCs + Subcontractors + Markups)	\$364,900.80	\$3,123.75	\$1,130.50	\$645.00	\$161.30	\$204,519.75	\$136,897.25

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
0	\$0.00	1	\$6,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	1	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
\$0.00		\$11,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total	Qty	Task Total
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

\$81.50		\$11,409.00		\$1,111.75		\$296.25		\$548.75		\$0.00		\$1,056.00		\$0.00		\$0.00	
0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
\$81.50		\$11,409.00		\$1,111.75		\$296.25		\$548.75		\$0.00		\$1,056.00		\$0.00		\$0.00	

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Exhibit D-1

HDR ENGINEERING, INC. ACTUALS NOT TO EXCEED TABLE

City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE
Labor Categories

			Overhead		Fixed Fee/Profit		Loaded Labor Rates		
			156.8300%	X	DSC	30.0%	X	DSC	(Direct + OH + FF)
Employee Classification			NTE		NTE			NTE	NTE
2018			Hourly		Hourly			Hourly	Hourly
Job Code	Description of Job Code								
ACT01	Accounting Asst		\$ 32.66		\$ 51.22		\$ 9.80		\$ 93.68
ACT02	Accounting Asst Sr		\$ 44.81		\$ 70.28		\$ 13.44		\$ 128.53
ACT03	Accountant		\$ 52.61		\$ 82.51		\$ 15.78		\$ 150.90
ACT04	Accountant Sr		\$ 56.63		\$ 88.81		\$ 16.99		\$ 162.43
ACT05	Accounting Business Manager		\$ 165.21		\$ 259.10		\$ 49.56		\$ 473.87
ACT06	Assistant Area Controller		\$ 55.74		\$ 87.42		\$ 16.72		\$ 159.88
ACT07	Area Controller		\$ 87.94		\$ 137.92		\$ 26.38		\$ 252.24
ACT10	Controller Regional		\$ 109.54		\$ 171.79		\$ 32.86		\$ 314.19
ACT11	Controller Company		\$ 105.03		\$ 164.72		\$ 31.51		\$ 301.26
ACT20	Financial Analyst		\$ 27.56		\$ 43.22		\$ 8.27		\$ 79.05
ACT21	Financial Analyst Sr		\$ 50.59		\$ 79.34		\$ 15.18		\$ 145.11
ADM01	Receptionist/Clerk		\$ 29.49		\$ 46.25		\$ 8.85		\$ 84.59
ADM02	Admin Asst Word Processor		\$ 37.48		\$ 58.78		\$ 11.24		\$ 107.50
ADM03	Exec SecCoordinator		\$ 44.85		\$ 70.34		\$ 13.46		\$ 128.65
ADM04	Clerk		\$ 26.15		\$ 41.01		\$ 7.85		\$ 75.01
ADM10	Administrator		\$ 42.85		\$ 67.20		\$ 12.86		\$ 122.91
ADM11	Administrator Sr		\$ 67.60		\$ 106.02		\$ 20.28		\$ 193.90
ADM20	Administrative Office Mgr.		\$ 58.86		\$ 92.31		\$ 17.66		\$ 168.83
ARC09	Architectural Coordinator 1		\$ 24.25		\$ 38.03		\$ 7.28		\$ 69.56
ARC10	Architectural Coordinator 2		\$ 36.30		\$ 56.93		\$ 10.89		\$ 104.12
ARC12	Architectural Coordinator 3		\$ 57.40		\$ 90.02		\$ 17.22		\$ 164.64
ARC20	Architect Project		\$ 77.48		\$ 121.51		\$ 23.24		\$ 222.23
ARC21	Architect Project Design		\$ 60.95		\$ 95.59		\$ 18.29		\$ 174.83
ARC30	Architect, Sr Project		\$ 137.16		\$ 215.11		\$ 41.15		\$ 393.42
AUD40	Lead Internal Auditor		\$ 70.66		\$ 110.82		\$ 21.20		\$ 202.68
CAR02	CADDTechnician Arch 2		\$ 33.67		\$ 52.80		\$ 10.10		\$ 96.57
CAR03	CADDTechnician Arch 3		\$ 40.53		\$ 63.56		\$ 12.16		\$ 116.25
CAR04	CADDTechnician Arch 4		\$ 51.77		\$ 81.19		\$ 15.53		\$ 148.49
CCI01	CADDTechnician Civil 1		\$ 33.57		\$ 52.65		\$ 10.07		\$ 96.29
CCI02	CADDTechnician Civil 2		\$ 43.22		\$ 67.78		\$ 12.97		\$ 123.97
CCI03	CADDTechnician Civil 3		\$ 59.18		\$ 92.81		\$ 17.75		\$ 169.74
CCI04	CADDTechnician Civil 4		\$ 65.07		\$ 102.05		\$ 19.52		\$ 186.64
CEL01	CADDTechnician Electrical 1		\$ 37.10		\$ 58.18		\$ 11.13		\$ 106.41
CEL02	CADDTechnician Electrical 2		\$ 39.15		\$ 61.40		\$ 11.75		\$ 112.30
CEL03	CADDTechnician Electrical 3		\$ 57.21		\$ 89.72		\$ 17.16		\$ 164.09
CEL04	CADDTechnician Electrical 4		\$ 77.52		\$ 121.57		\$ 23.26		\$ 222.35
CEN10	Engineer Cost 1		\$ 28.41		\$ 44.56		\$ 8.52		\$ 81.49
CEN20	Engineer Cost 2		\$ 38.06		\$ 59.69		\$ 11.42		\$ 109.17
CES10	Estimator 1		\$ 55.76		\$ 87.45		\$ 16.73		\$ 159.94
CES20	Estimator 2		\$ 82.14		\$ 128.82		\$ 24.64		\$ 235.60
CGE01	CADDTechnician General 1		\$ 26.67		\$ 41.83		\$ 8.00		\$ 76.50
CGE02	CADDTechnician General 2		\$ 39.12		\$ 61.35		\$ 11.74		\$ 112.21
CGE03	CADDTechnician General 3		\$ 45.64		\$ 71.58		\$ 13.69		\$ 130.91
CGE04	CADDTechnician General 4		\$ 56.93		\$ 89.28		\$ 17.08		\$ 163.29
CIN10	Construction Inspector 1		\$ 44.02		\$ 69.04		\$ 13.21		\$ 126.27
CIN20	Construction Inspector 2		\$ 50.86		\$ 79.76		\$ 15.26		\$ 145.88
CME02	CADDTechnician Mechanical 2		\$ 41.64		\$ 65.30		\$ 12.49		\$ 119.43
CME03	CADDTechnician Mechanical 3		\$ 53.60		\$ 84.06		\$ 16.08		\$ 153.74
CME04	CADDTechnician Mechanical 4		\$ 65.14		\$ 102.16		\$ 19.54		\$ 186.84
CMG10	Construction Manager 1		\$ 60.19		\$ 94.40		\$ 18.06		\$ 172.65
CMG20	Construction Manager 2		\$ 168.45		\$ 264.18		\$ 50.54		\$ 483.17
CON10	Contract Administrator 1		\$ 88.60		\$ 138.95		\$ 26.58		\$ 254.13
CON20	Contract Administrator 2		\$ 88.13		\$ 138.21		\$ 26.44		\$ 252.78
COR01	Public Relations Mgr		\$ 97.59		\$ 153.05		\$ 29.28		\$ 279.92
COR03	Public Relation/Prom Mkt Coord		\$ 51.76		\$ 81.18		\$ 15.53		\$ 148.47
CPR10	Resident Project Rep 1		\$ 48.19		\$ 75.58		\$ 14.46		\$ 138.23
CPR20	Resident Project Rep 2		\$ 81.42		\$ 127.69		\$ 24.43		\$ 233.54
CST01	CADDTechnician Structural 1		\$ 30.31		\$ 47.54		\$ 9.09		\$ 86.94
CST02	CADDTechnician Structural 2		\$ 46.88		\$ 73.52		\$ 14.06		\$ 134.46
CST03	CADDTechnician Structural 3		\$ 52.60		\$ 82.49		\$ 15.78		\$ 150.87
CST04	CADDTechnician Structural 4		\$ 67.44		\$ 105.77		\$ 20.23		\$ 193.44
EBR10	EIT Bridge		\$ 40.73		\$ 63.88		\$ 12.22		\$ 116.83
EBR20	Engineer Bridge		\$ 68.37		\$ 107.22		\$ 20.51		\$ 196.10
EBR30	Engineer Bridge Sr		\$ 106.49		\$ 167.01		\$ 31.95		\$ 305.45
ECH10	EIT Chemical		\$ 43.54		\$ 68.28		\$ 13.06		\$ 124.88
ECH20	Engineer Chemical		\$ 53.88		\$ 84.50		\$ 16.16		\$ 154.54
ECH30	Engineer Chemical Sr		\$ 66.72		\$ 104.64		\$ 20.02		\$ 191.38
ECI05	Coordinator Civil		\$ 41.58		\$ 65.21		\$ 12.47		\$ 119.26
ECI10	EITCoordinator Civil		\$ 42.99		\$ 67.42		\$ 12.90		\$ 123.31
ECI20	Engineer Civil		\$ 87.21		\$ 136.77		\$ 26.16		\$ 250.14
ECI30	Engineer Civil Sr		\$ 89.44		\$ 140.27		\$ 26.83		\$ 256.54
ECO10	EITCoordinator Construction		\$ 48.51		\$ 76.08		\$ 14.55		\$ 139.14

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE

City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE
Labor Categories

Employee Classification		NTE Hourly	Overhead	DSC NTE Hourly	Fixed Fee/Profit	DSC NTE Hourly	Loaded Labor Rates (Direct + OH + FF)
			156.8300% X		30.0% X		NTE Hourly
ECO15	Engineer Construction Jr	\$ 31.82		\$ 49.90		\$ 9.55	\$ 91.27
ECO20	Engineer Construction	\$ 63.09		\$ 98.94		\$ 18.93	\$ 180.96
ECO30	Engineer Construction Sr	\$ 100.18		\$ 157.11		\$ 30.05	\$ 287.34
EEG10	Environmental EIT	\$ 43.67		\$ 68.49		\$ 13.10	\$ 125.26
EEG20	Environmental Engineer	\$ 51.06		\$ 80.08		\$ 15.32	\$ 146.46
EEG30	Environmental Engineer Sr	\$ 71.98		\$ 112.89		\$ 21.59	\$ 206.46
EEL10	EIT Electrical	\$ 40.37		\$ 63.31		\$ 12.11	\$ 115.79
EEL20	Engineer Electrical	\$ 83.59		\$ 131.09		\$ 25.08	\$ 239.76
EEL30	Engineer Electrical Sr	\$ 116.48		\$ 182.68		\$ 34.94	\$ 334.10
EFR10	Fire Protection Engineer	\$ 99.67		\$ 156.31		\$ 29.90	\$ 285.88
EH10	EIT Highway	\$ 44.57		\$ 69.90		\$ 13.37	\$ 127.84
EH120	Engineer Highway	\$ 62.68		\$ 98.30		\$ 18.80	\$ 179.78
EH130	Engineer Highway Sr	\$ 81.22		\$ 127.38		\$ 24.37	\$ 232.97
EIN10	EIT Instrumentation	\$ 48.48		\$ 76.03		\$ 14.54	\$ 139.05
EIN20	Engineer Instrumentation	\$ 59.25		\$ 92.92		\$ 17.78	\$ 169.95
EIN30	Engineer Instrumentation Sr	\$ 78.61		\$ 123.28		\$ 23.58	\$ 225.47
EME05	Coordinator Mechanical	\$ 50.83		\$ 79.72		\$ 15.25	\$ 145.80
EME10	EIT Mechanical	\$ 45.69		\$ 71.66		\$ 13.71	\$ 131.06
EME20	Engineer Mechanical	\$ 58.89		\$ 92.36		\$ 17.67	\$ 168.92
EME30	Engineer Mechanical Sr	\$ 152.00		\$ 238.38		\$ 45.60	\$ 435.98
ERA10	EIT Rail	\$ 42.60		\$ 66.81		\$ 12.78	\$ 122.19
ERA20	Engineer Rail	\$ 52.70		\$ 82.65		\$ 15.81	\$ 151.16
ERA30	Engineer Rail Sr	\$ 92.97		\$ 145.80		\$ 27.89	\$ 266.66
ESA10	EIT Sanitary	\$ 44.30		\$ 69.48		\$ 13.29	\$ 127.07
ESA20	Engineer Sanitary	\$ 67.36		\$ 105.64		\$ 20.21	\$ 193.21
ESA30	Engineer Sanitary Sr	\$ 102.13		\$ 160.17		\$ 30.64	\$ 292.94
ESO10	EIT Geotechnical	\$ 40.74		\$ 63.89		\$ 12.22	\$ 116.85
ESO20	Engineer Geotechnical	\$ 86.90		\$ 136.29		\$ 26.07	\$ 249.26
ESO30	Engineer Geotechnical Sr	\$ 91.48		\$ 143.47		\$ 27.44	\$ 262.39
EST10	EIT Structural	\$ 51.16		\$ 80.23		\$ 15.35	\$ 146.74
EST20	Engineer Structural	\$ 67.09		\$ 105.22		\$ 20.13	\$ 192.44
EST30	Engineer Structural Sr	\$ 101.53		\$ 159.23		\$ 30.46	\$ 291.22
ETF10	EIT Traffic	\$ 42.65		\$ 66.89		\$ 12.80	\$ 122.34
ETF20	Engineer Traffic	\$ 60.97		\$ 95.62		\$ 18.29	\$ 174.88
ETF30	Engineer Traffic Sr	\$ 90.52		\$ 141.96		\$ 27.16	\$ 259.64
ETR10	EIT Transportation	\$ 42.78		\$ 67.09		\$ 12.83	\$ 122.70
ETR20	Engineer Transportation	\$ 57.87		\$ 90.76		\$ 17.36	\$ 165.99
ETR30	Engineer Transportation Sr	\$ 67.38		\$ 105.67		\$ 20.21	\$ 193.26
EWR10	EIT Water Resources	\$ 51.33		\$ 80.50		\$ 15.40	\$ 147.23
EWR20	Engineer Water Resources	\$ 63.12		\$ 98.99		\$ 18.94	\$ 181.05
EWR30	Engineer Water Resources Sr	\$ 87.85		\$ 137.78		\$ 26.36	\$ 251.99
EXE20	Director of Development	\$ 93.78		\$ 147.08		\$ 28.13	\$ 268.99
EXE30	President	\$ 213.51		\$ 334.85		\$ 64.05	\$ 612.41
FOP10	Operations Specialist 1	\$ 50.26		\$ 78.82		\$ 15.08	\$ 144.16
FOP30	Operations Specialist 3	\$ 74.27		\$ 116.48		\$ 22.28	\$ 213.03
GRA01	Graphic Artist 1	\$ 35.44		\$ 55.58		\$ 10.63	\$ 101.65
GRA02	Graphic Artist 2	\$ 49.33		\$ 77.36		\$ 14.80	\$ 141.49
GRA03	Graphic Artist 3	\$ 57.85		\$ 90.73		\$ 17.36	\$ 165.94
HR01	Human Resources Specialist	\$ 41.03		\$ 64.35		\$ 12.31	\$ 117.69
HR02	Human Resources Specialist Sr	\$ 73.71		\$ 115.60		\$ 22.11	\$ 211.42
INT01	Intern Administrative	\$ 20.49		\$ 32.13		\$ 6.15	\$ 58.77
INT02	Intern Architectural	\$ 21.04		\$ 33.00		\$ 6.31	\$ 60.35
INT04	Intern Engineering	\$ 22.81		\$ 35.77		\$ 6.84	\$ 65.42
LAR10	Landscape Architectural Coord	\$ 39.78		\$ 62.39		\$ 11.93	\$ 114.10
LAR20	Landscape Architect	\$ 47.21		\$ 74.04		\$ 14.16	\$ 135.41
LAR30	Landscape Architect Sr	\$ 71.09		\$ 111.49		\$ 21.33	\$ 203.91
LEG01	Attorney	\$ 90.93		\$ 142.61		\$ 27.28	\$ 260.82
MGC10	Economist 1	\$ 46.41		\$ 72.78		\$ 13.92	\$ 133.11
MGC11	Economist 2	\$ 79.92		\$ 125.34		\$ 23.98	\$ 229.24
MGC12	Economist 3	\$ 130.90		\$ 205.29		\$ 39.27	\$ 375.46
MGC20	Management Analyst	\$ 55.25		\$ 86.65		\$ 16.58	\$ 158.48
MGC30	Management Consultant	\$ 114.40		\$ 179.41		\$ 34.32	\$ 328.13
MGC40	Management Consultant Sr	\$ 185.38		\$ 290.73		\$ 55.61	\$ 531.72
MGT10	Section Manager/Team Leader	\$ 127.15		\$ 199.41		\$ 38.15	\$ 364.71
MGT11	Area Manager	\$ 135.77		\$ 212.93		\$ 40.73	\$ 389.43
MGT12	Regional Director	\$ 93.18		\$ 146.13		\$ 27.95	\$ 267.26
MGT20	National Technical Director	\$ 127.79		\$ 200.41		\$ 38.34	\$ 366.54
MGT21	Director of Engineering	\$ 171.27		\$ 268.60		\$ 51.38	\$ 491.25
MGT22	Dir of Bus Class Client Develop	\$ 136.88		\$ 214.67		\$ 41.06	\$ 392.61
MGT23	Director of Professional Services	\$ 140.57		\$ 220.46		\$ 42.17	\$ 403.20
MGT24	Program Management Director	\$ 120.88		\$ 189.58		\$ 36.26	\$ 346.72
MGT25	Director of Client Development	\$ 130.63		\$ 204.87		\$ 39.19	\$ 374.69
MGT27	Regional Quality Director	\$ 65.61		\$ 102.90		\$ 19.68	\$ 188.19

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE

City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE
Labor Categories

Employee Classification		Overhead		Fixed Fee/Profit		Loaded Labor Rates (Direct + OH + FF)	
		NTE Hourly	156.8300% X NTE Hourly	30.0% X NTE Hourly	DSC NTE Hourly	NTE Hourly	NTE Hourly
MGT28	QA/QC Program Director	\$ 74.85		\$ 117.39	\$ 22.46		\$ 214.70
MGT30	Office Manager	\$ 91.71		\$ 143.83	\$ 27.51		\$ 263.05
MGT35	BusUnit Asst Mng Principal	\$ 129.51		\$ 203.11	\$ 38.85		\$ 371.47
MGT40	Bus Unit MgrManaging Prin	\$ 169.79		\$ 266.28	\$ 50.94		\$ 487.01
MGT42	Area Business Class Leader	\$ 115.29		\$ 180.81	\$ 34.59		\$ 330.69
MGT44	Regional Business Class Leader	\$ 103.82		\$ 162.82	\$ 31.15		\$ 297.79
MGT46	Business Class Director	\$ 147.99		\$ 232.09	\$ 44.40		\$ 424.48
MGT47	Business Group Leader	\$ 139.38		\$ 218.59	\$ 41.81		\$ 399.78
MGT48	Market Sector Director	\$ 147.00		\$ 230.54	\$ 44.10		\$ 421.64
MGT50	Senior Operations Manager	\$ 153.32		\$ 240.45	\$ 46.00		\$ 439.77
MGT52	Business Group Directors	\$ 169.79		\$ 266.28	\$ 50.94		\$ 487.01
MGT53	Director of Operations	\$ 169.79		\$ 266.28	\$ 50.94		\$ 487.01
MGT62	Area Business Group Director	\$ 125.40		\$ 196.66	\$ 37.62		\$ 359.68
MGT64	Regional Bus Group Director	\$ 144.53		\$ 226.67	\$ 43.36		\$ 414.56
MGT66	National Bus Group Director	\$ 136.78		\$ 214.51	\$ 41.03		\$ 392.32
MGT70	Director of International	\$ 151.12		\$ 237.00	\$ 45.34		\$ 433.46
MKT01	Marketing Coordinator	\$ 59.60		\$ 93.47	\$ 17.88		\$ 170.95
MKT02	Marketing Coordinator Sr	\$ 58.41		\$ 91.60	\$ 17.52		\$ 167.53
MKT03	Pursuit Manager	\$ 92.74		\$ 145.44	\$ 27.82		\$ 266.00
MKT04	Senior Pursuit Manager	\$ 118.11		\$ 185.23	\$ 35.43		\$ 338.77
MKT05	Sector Pursuits Coordinator	\$ 45.83		\$ 71.88	\$ 13.75		\$ 131.46
MKT10	Marketing Services Manager	\$ 81.59		\$ 127.96	\$ 24.48		\$ 234.03
MKT20	Marketing Manager Asst	\$ 72.63		\$ 113.91	\$ 21.79		\$ 208.33
MKT21	Marketing Manager	\$ 107.80		\$ 169.06	\$ 32.34		\$ 309.20
MKT22	Senior Marketing Manager	\$ 107.32		\$ 168.31	\$ 32.20		\$ 307.83
MKT23	Area Marketing Manager	\$ 128.91		\$ 202.17	\$ 38.67		\$ 369.75
MKT30	Mktg ManagerMktg PrincipalSr	\$ 141.10		\$ 221.29	\$ 42.33		\$ 404.72
PJM01	Project Controller	\$ 69.32		\$ 108.71	\$ 20.80		\$ 198.83
PJM10	Project Manager Architect Asst	\$ 61.70		\$ 96.76	\$ 18.51		\$ 176.97
PJM11	Project Manager Architect	\$ 56.09		\$ 87.97	\$ 16.83		\$ 160.89
PJM12	Project Manager Engineer Asst	\$ 74.54		\$ 116.90	\$ 22.36		\$ 213.80
PJM13	Project Manager Engineer	\$ 72.81		\$ 114.19	\$ 21.84		\$ 208.84
PJM14	Project Manager General Asst	\$ 99.05		\$ 155.34	\$ 29.72		\$ 284.11
PJM15	Project Manager General	\$ 86.90		\$ 136.29	\$ 26.07		\$ 249.26
PJM20	Project Manager Architect Sr	\$ 87.87		\$ 137.81	\$ 26.36		\$ 252.04
PJM21	Project Manager Engineer Sr	\$ 96.99		\$ 152.11	\$ 29.10		\$ 278.20
PJM22	Project Manager General Sr	\$ 122.07		\$ 191.44	\$ 36.62		\$ 350.13
PJM30	Project Principal Architect	\$ 119.79		\$ 187.87	\$ 35.94		\$ 343.60
PJM32	Project Principal Engineer	\$ 129.54		\$ 203.16	\$ 38.86		\$ 371.56
PJM33	Project Principal General	\$ 146.30		\$ 229.44	\$ 43.89		\$ 419.63
PLE01	Environmental Planner 1	\$ 39.18		\$ 61.45	\$ 11.75		\$ 112.38
PLE02	Environmental Planner 2	\$ 68.47		\$ 107.38	\$ 20.54		\$ 196.39
PLE03	Environmental Planner 3	\$ 70.49		\$ 110.55	\$ 21.15		\$ 202.19
PLN01	Planner 1	\$ 43.98		\$ 68.97	\$ 13.19		\$ 126.14
PLN02	Planner 2	\$ 58.69		\$ 92.04	\$ 17.61		\$ 168.34
PLN03	Planner 3	\$ 76.41		\$ 119.83	\$ 22.92		\$ 219.16
PLT01	Transportation Planner 1	\$ 39.68		\$ 62.23	\$ 11.90		\$ 113.81
PLT02	Transportation Planner 2	\$ 81.51		\$ 127.83	\$ 24.45		\$ 233.79
PLT03	Transportation Planner 3	\$ 107.47		\$ 168.55	\$ 32.24		\$ 308.26
PLU02	Land Use Planner 2	\$ 51.61		\$ 80.94	\$ 15.48		\$ 148.03
PLU03	Land Use Planner 3	\$ 58.97		\$ 92.48	\$ 17.69		\$ 169.14
PMG02	Program Manager	\$ 137.10		\$ 215.01	\$ 41.13		\$ 393.24
PMG03	Sr. Program Manager/Client Mgr	\$ 112.37		\$ 176.23	\$ 33.71		\$ 322.31
PMG10	ROW Specialist	\$ 73.26		\$ 114.89	\$ 21.98		\$ 210.13
PMG20	Realty Specialist	\$ 54.54		\$ 85.54	\$ 16.36		\$ 156.44
QCR10	Quality Control Reviewer	\$ 98.44		\$ 154.38	\$ 29.53		\$ 282.35
QTE10	Technical Editor	\$ 47.61		\$ 74.67	\$ 14.28		\$ 136.56
RES20	RES Technician 1	\$ 24.81		\$ 38.91	\$ 7.44		\$ 71.16
RES22	RES Technician 2	\$ 36.25		\$ 56.85	\$ 10.88		\$ 103.98
RES25	RES Technician 3	\$ 43.66		\$ 68.47	\$ 13.10		\$ 125.23
RES40	RES Agent 1	\$ 36.91		\$ 57.89	\$ 11.07		\$ 105.87
RES42	RES Agent 2	\$ 47.62		\$ 74.68	\$ 14.29		\$ 136.59
RES45	RES Agent 3	\$ 55.42		\$ 86.92	\$ 16.63		\$ 158.97
RES62	RES Appraiser 2	\$ 52.51		\$ 82.35	\$ 15.75		\$ 150.61
RSK30	Risk Management Consultant	\$ 108.90		\$ 170.79	\$ 32.67		\$ 312.36
SAF10	Safety and Health Specialist 1	\$ 44.30		\$ 69.48	\$ 13.29		\$ 127.07
SAF20	Safety and Health Specialist 2	\$ 102.13		\$ 160.17	\$ 30.64		\$ 292.94
SAQ10	Air Quality Specialist 1	\$ 26.62		\$ 41.75	\$ 7.99		\$ 76.36
SAQ20	Air Quality Specialist 2	\$ 65.82		\$ 103.23	\$ 19.75		\$ 188.80
SAQ30	Air Quality Specialist 3	\$ 83.88		\$ 131.55	\$ 25.16		\$ 240.59
SBI10	Biologist 1	\$ 39.36		\$ 61.73	\$ 11.81		\$ 112.90
SBI20	Biologist 2	\$ 53.32		\$ 83.62	\$ 16.00		\$ 152.94
SBI30	Biologist 3	\$ 69.81		\$ 109.48	\$ 20.94		\$ 200.23

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE

City of Marysville - 88th Street NE Corridor Improvement Project - State Avenue to 67th Avenue NE
Labor Categories

Employee Classification		Overhead		Fixed Fee/Profit		Loaded Labor Rates (Direct + OH + FF)	
		NTE Hourly	156.8300% X	DSC NTE Hourly	30.0% X	DSC NTE Hourly	NTE Hourly
SCH10	Scheduler	\$ 82.45		\$ 129.31		\$ 24.74	\$ 236.50
SCH20	Scheduler Sr	\$ 127.11		\$ 199.35		\$ 38.13	\$ 364.59
SCU10	CulturalResourceSpecialist 1	\$ 34.22		\$ 53.67		\$ 10.27	\$ 98.16
SCU20	CulturalResourceSpecialist 2	\$ 50.94		\$ 79.89		\$ 15.28	\$ 146.11
SCU30	CulturalResourceSpecialist 3	\$ 52.61		\$ 82.51		\$ 15.78	\$ 150.90
SEA02	Security Analyst 2	\$ 65.73		\$ 103.08		\$ 19.72	\$ 188.53
SEC20	Ecologist 2	\$ 38.97		\$ 61.12		\$ 11.69	\$ 111.78
SEC30	Ecologist 3	\$ 58.75		\$ 92.14		\$ 17.63	\$ 168.52
SEN10	Environmental Scientist 1	\$ 36.80		\$ 57.71		\$ 11.04	\$ 105.55
SEN20	Environmental Scientist 2	\$ 54.36		\$ 85.25		\$ 16.31	\$ 155.92
SEN30	Environmental Scientist 3	\$ 73.08		\$ 114.61		\$ 21.92	\$ 209.61
SGA10	GIS Analyst	\$ 42.60		\$ 66.81		\$ 12.78	\$ 122.19
SGA30	Senior GIS Analyst	\$ 49.34		\$ 77.38		\$ 14.80	\$ 141.52
SGE10	Geologist 1	\$ 39.03		\$ 61.21		\$ 11.71	\$ 111.95
SGE20	Geologist 2	\$ 54.30		\$ 85.16		\$ 16.29	\$ 155.75
SGE30	Geologist 3	\$ 69.53		\$ 109.04		\$ 20.86	\$ 199.43
SGM01	GIS Manager	\$ 54.11		\$ 84.86		\$ 16.23	\$ 155.20
SGM02	Senior GIS Manager	\$ 67.90		\$ 106.49		\$ 20.37	\$ 194.76
SGP10	GIS Programmer	\$ 42.39		\$ 66.48		\$ 12.72	\$ 121.59
SGP30	Senior GIS Programmer	\$ 72.73		\$ 114.06		\$ 21.82	\$ 208.61
SGS10	GIS Technician	\$ 28.79		\$ 45.15		\$ 8.64	\$ 82.58
SGS30	Senior GIS Technician	\$ 29.82		\$ 46.77		\$ 8.95	\$ 85.54
SHW10	Hazardous Waste Specialist 1	\$ 32.68		\$ 51.25		\$ 9.80	\$ 93.73
SHW20	Hazardous Waste Specialist 2	\$ 65.69		\$ 103.02		\$ 19.71	\$ 188.42
SHW30	Hazardous Waste Specialist 3	\$ 73.44		\$ 115.18		\$ 22.03	\$ 210.65
SHY20	Hydrologist 2	\$ 56.44		\$ 88.51		\$ 16.93	\$ 161.88
SHY30	Hydrologist 3	\$ 83.06		\$ 130.26		\$ 24.92	\$ 238.24
SNO10	Noise Specialist 1	\$ 35.13		\$ 55.09		\$ 10.54	\$ 100.76
SNO20	Noise Specialist 2	\$ 51.59		\$ 80.91		\$ 15.48	\$ 147.98
SNO30	Noise Specialist 3	\$ 56.31		\$ 88.31		\$ 16.89	\$ 161.51
SPC20	Specification Specialist 2	\$ 90.49		\$ 141.92		\$ 27.15	\$ 259.56
SUR01	Survey Technician 1	\$ 21.74		\$ 34.09		\$ 6.52	\$ 62.35
SUR02	Survey Technician 2	\$ 34.81		\$ 54.59		\$ 10.44	\$ 99.84
SUR03	Survey Technician 3	\$ 47.91		\$ 75.14		\$ 14.37	\$ 137.42
SUR04	Land Surveyor	\$ 67.89		\$ 106.47		\$ 20.37	\$ 194.73
SUS20	Sustainable Des Project Mgr	\$ 42.07		\$ 65.98		\$ 12.62	\$ 120.67
SUS30	Sustainable Design Consultant	\$ 36.62		\$ 57.43		\$ 10.99	\$ 105.04
SWE30	Wetland Specialist 3	\$ 60.12		\$ 94.29		\$ 18.04	\$ 172.45
SYS01	Programmer	\$ 44.30		\$ 69.48		\$ 13.29	\$ 127.07
SYS03	Systems Analyst	\$ 49.43		\$ 77.52		\$ 14.83	\$ 141.78
SYS04	Systems Analyst Sr	\$ 55.92		\$ 87.70		\$ 16.78	\$ 160.40
SYS11	Data Base Administrator	\$ 60.91		\$ 95.53		\$ 18.27	\$ 174.71
SYS21	Systems Administrator	\$ 47.40		\$ 74.34		\$ 14.22	\$ 135.96
SYS22	Systems Administrator Sr	\$ 63.22		\$ 99.15		\$ 18.97	\$ 181.34
SYS45	IT Support Specialist	\$ 29.18		\$ 45.76		\$ 8.75	\$ 83.69
SYS46	Sr. IT Support Specialist	\$ 37.33		\$ 58.54		\$ 11.20	\$ 107.07
SYS64	Director - IT Bus Srv Mgmt	\$ 110.75		\$ 173.69		\$ 33.23	\$ 317.67
SYS65	Application Manager	\$ 57.68		\$ 90.46		\$ 17.30	\$ 165.44
SYS70	Systems Consultant	\$ 80.73		\$ 126.61		\$ 24.22	\$ 231.56
SYS85	IT Support Manager	\$ 57.60		\$ 90.33		\$ 17.28	\$ 165.21
SYS86	IT Area Support Manager	\$ 83.82		\$ 131.45		\$ 25.15	\$ 240.42
TEC01	Technician General 1	\$ 36.67		\$ 57.51		\$ 11.00	\$ 105.18
TEC02	Technician General 2	\$ 39.17		\$ 61.43		\$ 11.75	\$ 112.35
TEC03	Technician General 3	\$ 53.61		\$ 84.08		\$ 16.08	\$ 153.77
TEC04	Technician General 4	\$ 57.59		\$ 90.32		\$ 17.28	\$ 165.19
VIS10	Visual Coordinator	\$ 34.22		\$ 53.67		\$ 10.27	\$ 98.16
VIS20	Visual Designer	\$ 45.18		\$ 70.86		\$ 13.55	\$ 129.59
VIS30	Sr Visual Designer	\$ 46.62		\$ 73.11		\$ 13.99	\$ 133.72
VIS40	Visual Manager	\$ 55.87		\$ 87.62		\$ 16.76	\$ 160.25



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 27, 2017

HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, NE 68114

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Joe Cox:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 157.63% of direct labor for contracts in effect prior to June 24, 2014 (rate includes 0.35% Facilities Capital Cost of Money) and 156.83% for contracts awarded on or after June 24, 2014 (rate includes 0.35% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Nebraska Department of Roads (NDOR). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson', with the word 'for' written below it.

ERIK K. JONSON

Manager, Consultant Services Office

EKJ:kms



Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Kyle Schneweis, P.E., Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759

Phone (402) 471-4567 • FAX (402) 479-4325 • www.roads.nebraska.gov

June 26, 2017

Report No. 2017-116

HDR Engineering, Inc. and Subsidiaries
8404 Indian Hills Drive
Omaha, NE 68114

Quint English, Company Controller:

Subject: Review of FYE December 31, 2016 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the independent Certified Public Accountant (CPA) audit and supporting work papers of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries for the year ended December 31, 2016. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's (E-Y) audit report and audit working papers to ensure that the indirect cost rate was calculated in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

A new applicable benchmark compensation cap was established by the Bipartisan Budget Act of 2013 (BBA) that set executive compensation at \$487,000, applicable for contracts awarded on or after June 24, 2014. As a result HDR submitted a dual rate for 2016, one rate for work performed on contracts signed before 6/24/14 and a second rate for work performed on contracts signed on or after 6/24/14. With regards to the balance of the results of the E-Y audit, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rates and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

NDOR, in consultation with HDR, made mutually agreed-upon adjustments to the submitted overhead costs. These adjustments are identified in the enclosed overhead rate schedule.

Accordingly, we recommend acceptance of the following rates:

Contracts signed before 6/24/14

Combined Indirect Cost Rate 157.28%

Facilities Capital Cost of Money .3537%

Contracts signed on or after 6/24/14

Combined Indirect Cost Rate 156.48%

Facilities Capital Cost of Money .3537%

The accepted overhead rate schedules have been included with this letter.

Tim Baker, CICA
Audit Supervisor

HDR ENGINEERING, INC. AND SUBSIDIARIES
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

		As Proposed by Consultant: Pre 6/24/14				As Proposed by Consultant: Post 6/24/14				
	Final	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Notes
DIRECT LABOR	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ 383,588,118	
FRINGE BENEFITS:										
Vacation	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ 50,677,779	
Holiday	18,414,583	-	18,414,583	-	18,414,583	-	18,414,583	-	18,414,583	
Sick Leave	350,998	-	350,998	-	350,998	-	350,998	-	350,998	
Payroll Taxes	46,092,240	-	46,092,240	-	46,092,240	-	46,092,240	-	46,092,240	
Group Insurance	49,383,899	-	49,383,899	-	49,383,899	-	49,383,899	-	49,383,899	
Retirement Benefits	28,612,762	11,879	28,624,641	-	28,624,641	-	28,624,641	-	28,624,641	1
Total Fringe Benefits	\$ 193,532,261	\$ 11,879	\$ 193,544,140	\$ -	\$ 193,544,140	\$ -	\$ 193,544,140	\$ -	\$ 193,544,140	
GENERAL OVERHEAD:										
Indirect labor:										
General	\$ 153,726,627	\$ (3,870,995)	\$ 149,855,632	\$ (65,348)	149,790,284	\$ (2,174,160)	\$ 147,616,124	(33,230)	\$ 147,582,894	2, A, D
Marketing	47,999,949	(117,220)	47,882,729	-	47,882,729	-	47,882,729	-	47,882,729	3
Travel and expenses - general	7,762,478	(693,222)	7,069,256	-	7,069,256	-	7,069,256	-	7,069,256	4
Employees' expenses	10,633,780	(2,990,566)	7,643,214	-	7,643,214	-	7,643,214	-	7,643,214	5
Supplies	121,419	-	121,419	-	121,419	-	121,419	-	121,419	
Building rental and expenses -	50,121,621	1,338,372	51,459,993	-	51,459,993	-	51,459,993	-	51,459,993	6
Taxes - general	4,843,356	(116,842)	4,726,514	(400,053)	4,326,461	-	4,326,461	-	4,326,461	7, B
Computer expense	65,854,280	-	65,854,280	-	65,854,280	-	65,854,280	-	65,854,280	
Depreciation and amortization	7,373,121	(1,327,664)	6,045,457	-	6,045,457	-	6,045,457	-	6,045,457	8
Postage	1,038,595	-	1,038,595	-	1,038,595	-	1,038,595	-	1,038,595	
Telephone	3,394,924	1,967	3,396,891	-	3,396,891	-	3,396,891	-	3,396,891	9
Subscriptions	167,360	-	167,360	-	167,360	-	167,360	-	167,360	
Donations	1,939,372	(1,939,372)	-	-	-	-	-	-	-	10
Insurance and self-insurance	12,220,188	(1,295,040)	10,925,148	-	10,925,148	-	10,925,148	-	10,925,148	11
Bad debts	374,030	(374,030)	-	-	-	-	-	-	-	12
Office expenses	2,082,911	-	2,082,911	-	2,082,911	-	2,082,911	-	2,082,911	
Printing	764,325	-	764,325	-	764,325	-	764,325	-	764,325	

HDR ENGINEERING, INC. AND SUBSIDIARIES
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

	As Proposed by Consultant: Pre 6/24/14					As Proposed by Consultant: Post 6/24/14				
	Final	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Notes
GENERAL OVERHEAD (continued):										
Marketing	4,056,841	(4,254,533)	(197,692)	-	(197,692)	-	(197,692)	-	(197,692)	13
Intercompany overhead	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	
Administrative costs	11,983,912	(1,996,323)	9,987,589	-	9,987,589	-	9,987,589	-	9,987,589	14
Temporary Help	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	
Goodwill	10,197,719	(10,197,719)	-	-	-	-	-	-	-	8
Interest - net	1,741,580	(1,741,580)	-	-	-	-	-	-	-	15
Autos	1,644,315	(65,232)	1,579,083	-	1,579,083	-	1,579,083	-	1,579,083	16
Professional services	1,746,700	(499,184)	1,247,516	-	1,247,516	-	1,247,516	-	1,247,516	17
Miscellaneous	2,085,742	(624,417)	1,461,325	-	1,461,325	-	1,461,325	-	1,461,325	18
Allocated expenses	55,421,294	(17,593,964)	37,827,330	(176,847)	37,650,483	(847,390)	36,803,093	(12,044)	36,791,049	19, C, D
Total general overhead	\$ 458,756,600	\$ (48,357,564)	\$ 410,399,036	\$ (642,248)	\$ 409,756,788	\$ (3,021,550)	\$ 406,735,238	\$ (45,274)	\$ 406,689,964	
GENERAL OVERHEAD	\$ 652,288,861	\$ (48,345,685)	\$ 603,943,176	\$ (642,248)	\$ 603,300,928	\$ (3,021,550)	\$ 600,279,378	\$ (45,274)	\$ 600,234,104	
GENERAL OVERHEAD RATE			157.45%		157.28%		156.49%		156.48%	
Facilities Capital Cost of Money (FCCM) Rate					0.3537%				0.3537%	

HDR FAR References:

- 31.205-6(j) – Allowable pension cost is limited to the net contribution required to be made for a cost accounting period after taking into account dividends and other credits, where applicable. The amount related to the distribution in excess of expense is added back to the pool.
- 31.201-6(a) – Labor associated with unallowable activities and a related percentage of fringe benefits is unallowable.
31.205-6(e)(2) – Differential allowances for additional income taxes resulting from domestic assignments are unallowable.
31.205-6(p) – Compensation paid to senior executives in excess of allowable limits is unallowable. Associated fringe benefits were not disallowed for compensation paid to executives in excess of allowable limits because the labor was not associated with unallowable activities but simply exceeding benchmarks.
31.205-8 – Contributions and donations are unallowable including labor and a related percentage of fringe benefits.
31.205-14 – Costs of entertainment are unallowable.
- 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 31.201-6(a) – When an unallowable cost is incurred, its directly associated costs are also unallowable.
31.205-14 – Costs of entertainment are unallowable.
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
31.205-51 – Costs of alcoholic beverages are unallowable.

HDR ENGINEERING, INC. AND SUBSIDIARIES
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

HDR FAR References continued:

- 5 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.
31.205-8 – Contributions and donations are unallowable.
31.205-14 – Costs of entertainment are unallowable.
31.205-22 – Lobbying and political activities are unallowable.
31.205-27(a) – Costs of organization or reorganization are unallowable.
31.205-35 – Certain expenditures in connection with relocation costs are unallowable.
31.205-51 – Costs of alcoholic beverages are unallowable.
- 6 31.203(g) – Adjustment for over-expensed rent deposits from prior years.
- 7 31.205-41(h)(7) – A portion of state income tax that is deferred, whether an expense or benefit, and not a current tax expense is unallowable.
- 8 31.205-49 – Amortization of acquisition intangibles and goodwill is unallowable.
- 9 31.201-6(a) – When an unallowable cost is incurred, its directly associated costs are also unallowable.
31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 10 31.205-8 – Contributions and donations are unallowable.
- 11 31.205-19, 47(t)(6) – Insurance and self-insurance adjustment, partially offset by costs defending patent infringement suits which are unallowable.
- 12 31.205-3 – Bad debts are unallowable.
- 13 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.
31.205-8 – Contributions and donations are unallowable.
31.205-14 – Costs of entertainment are unallowable.
31.205-22 – Costs of entertainment are unallowable.
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
31.205-51 – Costs of alcoholic beverages are unallowable.
- 14 31.205-1(f)(1) – A portion of public relations and advertising costs is unallowable.
31.205-1(f)(7) – Costs of memberships in civic and community organizations are not allowable.
31.205-8 – Contributions and donations are unallowable.
31.205-14 – Costs of entertainment are unallowable.
31.205-22 – Costs of entertainment are unallowable.
31.205-27 – Expenditures in connection with acquisition costs are unallowable.
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.

HDR ENGINEERING, INC. AND SUBSIDIARIES
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

HDR FAR References continued:

- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 15 31.205-20 – Interest and other financial costs are unallowable.
- 16 31.205-6(m)(2) – Portions of the cost of company-furnished automobiles that relate to personal use by employees, including transportation to and from work, are unallowable.
- 17 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
31.205-22 – Lobbying and political activities are unallowable.
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
31.205-47(t)(8) – Costs associated with a bid protest are unallowable.
- 18 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
31.205-1(t)(i) – A portion of public relations and advertising costs is unallowable.
31.205-3 – Bad debts are unallowable.
31.205-8 – Contributions and donations are unallowable.
31.205-14 – Costs of entertainment are unallowable.
31.205-15 – Costs of fines and penalties are unallowable.
31.205-46(c)(2) – Portions of costs of leased airplane for business travel are unallowable.
31.205-51 – Costs of alcoholic beverages are unallowable.
- 19 Amount represents allocations of expenses from the Company's parent, HDR, Inc. Adjustments for unallowable expenses include:
31.205-6 (j)(1) – Any compensation which is calculated, or valued, based on changes in the price of corporate securities is unallowable.
31.205-20 - Interest and other financials costs are unallowable. The adjustment also includes disallowances for unallowable expenses that are similar in nature to that incurred at the business segment level.

NDOR FAR References:

- A 31.201-6(a) - A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: Indirect Labor-General pre 6/24 \$27,551.
- B 31.201-4(b) - Expenses that should have been coded to a direct project were incorrectly coded to and are not allocable to the overhead pool: \$400,053.
- C Amount represents allocations of expenses from the Company's parent, HDR, Inc. NDOR Adjustments for unallowable expenses specifically relate to:
31.201-6(a) - A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: \$376.
31.201-4(b) - Expenses, net of depreciation, that should have been capitalized were incorrectly coded to and are not allocable to the overhead pool: \$150,608.
- D FAR 31.205-6(p) - NDOR confirmed that fringe benefits were included in HDR's calculation of executive compensation and disallowed accordingly. NDOR and HDR agreed to make an additional adjustment related to Medicare taxes. Adjustments were made as follows: Indirect Labor-General pre 6/24 of \$37,797 and post 6/24 of \$33,230; Allocated expenses pre 6/24 of \$25,863 and post 6/24 of \$12,044.

Exhibit E

Sub-consultant Cost Computations

See Attached

Exhibit E-1: 1 Alliance Geomatics

Exhibit E-2: HWA GeoSciences Inc.

Exhibit E-3: Ott-Sakai & Associates, LLC

Agreement Number:

Exhibit E-1

PROJECT	NUMBER	17-159
	NAME	88th St NE
	CLIENT	HDR
	OWNER	City of Marysville

Date 7-May-18
by MG
ckd EV/DP



TASK			Principal	PM	Asst PM	CADD 5	CADD 3	TECH 5	TECH 3	Proj. Admin.	FEE
			\$ 224.25	\$ 137.61	\$ 79.00	\$ 104.48	\$ 85.37	\$ 117.22	\$ 81.85	\$ 112.13	
NUMBER	DESCRIPTION	HOURS									TASK
1	Task 1.1 - Research Existing Data	22	2	16	4						\$ 2,966
2	Task 1.2 - Survey Control	158	2	16	2			56	80	2	\$ 16,145
3	Task 1.3 - Field Survey and Base Mapping	616	4	40	4			240	320	8	\$ 61,939
4	Task 1.4 - Right-of-way and Parcel Resolution	484	16	220	8	240					\$ 59,569
5	Task 1.6 - Office Processing and Deliverable	472	2	16	2	200	200	24	24	4	\$ 46,004
6		0									\$ -
7		0									\$ -
TOTAL HOURS		1752	26	308	20	440	200	320	424	14	1752
			\$ 5,830.50	\$ 42,383.88	\$ 1,580.00	\$ 45,971.20	\$ 17,074.00	\$ 37,510.40	\$ 34,704.40	\$ 1,569.85	\$ 186,624.23
			TOTAL DIRECT BURDENED SALARY COSTS								\$ 186,624
			OTHER DIRECT COSTS								
MILEAGE	(ONE WAY)	36	MILEAGE (TOTAL MILES)		2880	\$ 0.55					\$ 1,570
number of field days		40	PER DIEM (DAYS)								\$ -
NOTES			LODGING (DAYS)								\$ -
			MATERIALS & SUPPLIES			3D Laser Scanner					\$ 10,000
			OTHER (DESCRIBE)			3 Days of Police Detail					\$ 6,000
			SUE LOCATES			Utility Locates					
			TOTAL OTHER DIRECT COSTS								\$ 17,570
			GRAND TOTAL FEE ESTIMATE								\$ 204,194



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
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TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2017

1 Alliance Geomatics
1261A - 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Michael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 124.83%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Standard Mapping Price List

1 Alliance Geomatics Survey & Mapping

1261A - 120th Ave NE

Bellevue, WA 98005

Job Classifications	Direct Labor Rate	Overhead	Fee	All Inclusive Hourly Billing Rate
		124.83%		
Principal Surveyor	\$88.00	\$109.85	\$26.40	\$224.25
Project Manager	\$54.00	\$67.41	\$16.20	\$137.61
Assistant Project Manager	\$31.00	\$38.70	\$9.30	\$79.00
Project Administrator	\$44.00	\$54.93	\$13.20	\$112.13

COST ESTIMATE FOR GEOTECHNICAL SERVICES
84th Street Roadway Improvement
Narysville, Washington

Exhibit E-2

2018 PD42 21
 Date: 15 Mar 2018
 Revised:
 Prepared for: FHWA
 Prepared By: DJH

PROPOSED SCOPE:
 See Attached Scope of Work

ESTIMATED IOWA LABOR TASKS

WORK TASK DESCRIPTION	PERSONNEL AND 2018 HOURLY RATES												TOTAL	DIRECT LABOR AMOUNT
	Geotechnical Engr. X	Principal VIII	Geotechnical Engr. VI	Geotechnical Engr. VI	Geotechnical Engr. III	Geotechnical Engr. I	Geologist IV	Geologist I	Geologist I	Admin Support	Contracts Admin	CAID		
	Bonus \$41.42	Salary \$41.42	Hourly \$41.00	Hourly \$41.00	Hourly \$41.00	Hourly \$31.00	Hourly \$19.75	Hourly \$19.75	Hourly \$19.75	Hourly \$19.75	Hourly \$19.75	Hourly \$19.75	HR-4.25	AMOUNT
8.1 Project Setup														
Project Setup			3										4	\$197
Attend Project Kick-off Meeting			3		3								6	\$321
Collect and review available geotechnical data					3								3	\$145
8.2 Subsurface Exploration and Laboratory Testing														
Perform a site reconnaissance					6	6							12	\$460
Plan Geotechnical Field Exploration Program			2		4	4		4					15	\$608
Conduct Phase 1 and 2 Field Exps			2		6	6		6					16	\$722
Develop Traffic Control Plans for Phase 1 and 2 Geotechnical Explorations					2	10							12	\$541
Generate Phase 1 and 2 Geotechnical Explorations Work Plan Memo			3		4	7						2	16	\$670
No FWD Testing					0								0	\$0
Conduct Phase 1 Pavement Coring						16		16					33	\$1,043
Conduct Phase 2 Geotechnical Explorations (Boring)			2			45							47	\$1,597
Conduct Phase 2 Geotechnical Explorations (Hand Explorations)						18			18				36	\$1,056
Generate Strong Logs and Assign Laboratory Testing			1		4	12							24	\$677
Conduct Unconsolidated Monitoring					2			6					10	\$367
8.3 Geotechnical Engineering Analysis and Recommendations														
Finalize Field and Laboratory Data			2		6	8							16	\$652
Develop Design Profiles						20						12	37	\$1,425
Seismic Design Parameters					3	4							6	\$219
Culvert Design Recommendations	1		4		4	8							17	\$774
Develop Retention Design Recommendations			6		8	24						6	44	\$1,743
Develop Culvert Construction Recommendations			2		4	5							11	\$465
Conduct Signal Pole and Luminaire Foundation Design			1		2	4							7	\$312
Conduct Retention Analysis			2		7	10							16	\$710
IOWA QAC	4	2	10										16	\$1,138
Prepare Draft Geotechnical Engineering Report	4		6		4	6	20			1		6	47	\$2,125
Allow Geotechnical Engineering Sign-off					20								40	\$1,440
Prepare the Final Geotechnical Engineering Report	2		4		4	20	6			1		4	21	\$1,032
Project Coordination Meetings (Assume 6 Meetings)			24		24								48	\$1,568
Conduct Plan and Specification Review			6		8	10							24	\$1,057
Investigate Laboratory and Proctoring			6								12		18	\$786
Geotechnical Risk Management			20			30							50	\$2,241
TOTAL LABOR:	11	4	135	24	113	296	1	32	34	2	13	30	673	\$28,677

IOWA LABOR COSTS	
Direct Salary Cost (DSC)	\$28,677
Overhead (OH) at 197.81% of DSC	\$5,676
Fixed Fee at 32% of DSC	\$9,177
TOTAL LABOR:	\$94,580

GEOTECHNICAL LABORATORY TEST SUMMARY:			
Test	Est No Tests	Unit Cost	Total Cost
Urban Soil Investigation	10	\$100	\$1,000
Combined Sieve & Hydrometer Analysis	24	\$240	\$5,760
Natural Moisture Content	30	\$20	\$600
Consolidation	2	\$750	\$1,500
Atterberg Limits (plasticity index)	2	\$545	\$1,090
LABORATORY TOTAL:			\$9,950

ESTIMATED OTHER COSTS	
Mileage / Misc	\$637
Drillage / Test-piece Rental	\$1,800
Phase 1 Pavement Coring (at \$50 core)	\$400
Phase 1 Flaggers for Pavement Explorations (Assume 2 Days)	\$2,400
Markup on Phase 1 Flaggers Subcontractor to Cover B&O Tax (5%)	\$120
Phase 1 Traffic Control Sign Rental and Message Board Rental	\$1,200
Phase 2 Drilling Subcontractor	\$18,000
Markup on Phase 2 Drilling Subcontractor to Cover B&O Tax (5%)	\$900
Phase 2 Traffic Control Sign Rental and Message Board Rental	\$1,200
Phase 2 Flaggers for Geotechnical Boring (Assume 3 Days)	\$6,000
Markup on Phase 2 Flaggers Subcontractor to Cover B&O Tax (5%)	\$300
Laboratory Testing	\$9,950
TOTAL OTHER COST:	\$34,117

ESTIMATED PROJECT TOTALS	
Labor Costs	\$94,580
Other Costs	\$42,117
TOTAL ESTIMATED COST:	\$136,697



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
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TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2017

HWA GeoSciences Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Vasiliy Babko:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 197.81%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	<u>\$ 936,360</u>	<u>\$ -</u>		<u>\$ 936,360</u>	
INDIRECT COSTS					
Fringe Benefits:					
Personal paid leave	\$ 173,944	\$ -		\$ 173,944	
Incentive compensation	200	-		200	
401(k) plan	40,633	-		40,633	
Employee group insurance	162,311	-		162,311	
Payroll taxes	135,207	(4,506)	(1)	130,701	
Workers compensation	5,595	2,356	(2)	7,951	
Other employee benefits	5,150	-		5,150	
Total Fringe Benefits	<u>\$ 523,040</u>	<u>\$ (2,150)</u>		<u>\$ 520,890</u>	55.63%
General Overhead:					
Indirect labor	\$ 599,190	\$ (58,898)	(3)(4)	\$ 540,292	
Automobile	12,490	-		12,490	
Bad debt	(758)	758	(5)	-	
Bank charges and processing fees	2,401	-		2,401	
Bid and proposals	48,914	-		48,914	
Business development	56,694	(52,931)	(3)(6)	3,763	
Contributions	817	(817)	(7)	-	
Depreciation and amortization	33,666	-		33,666	
Dues and professional licenses	6,727	-		6,727	
Insurance	95,903	-		95,903	
Interest expense	1,596	(1,596)	(8)	-	
Meals expense	8,199	(1,039)	(9)(10)	7,160	
Office supplies and postage	31,569	-		31,569	
Professional services	48,429	-		48,429	
Recruitment expense	40,080	-		40,080	
Rent and utilities	264,125	-		264,125	
Repairs and maintenance	10,560	-		10,560	
Seminars and professional education	22,637	-		22,637	
Supplies	14,256	-		14,256	
Taxes and licenses	22,760	35,998	(11)	58,758	
Telecommunications	104,748	(38)	(12)	104,710	
Travel	20,259	(1,438)	(6)(13)	18,821	
Recovery Accounts	(15,320)	(21,608)	(14)	(36,928)	
Total General Overhead	<u>\$ 1,429,942</u>	<u>\$ (101,609)</u>		<u>\$ 1,328,333</u>	141.86%
Total Indirect Costs	<u>\$ 1,952,982</u>	<u>\$ (103,759)</u>		<u>\$ 1,849,223</u>	197.49%
Facilities Capital Cost of Money (FCCM)				<u>\$ 2,992</u>	0.32%

See accompanying independent auditors' report and notes.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016

- (1) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.201-2 (d) Determining allowability - Documentation adequate to demonstrate that costs have been incurred are allowable.
- (3) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (4) 31.205-27 (a) (2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (5) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable; therefore, the credit has been added back to the overhead pool.
- (6) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (7) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (9) 31.205-51 The costs of alcoholic beverages is unallowable.
- (10) 31.201-3 (b) (1) - Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (11) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable; therefore, the credit has been added back to the overhead pool.
- (12) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.
- (13) 31.205-46 (a) (2) - Travel costs -- Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (14) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from overhead calculation.

HWA GEOSCIENCES INC.

2018 HOURLY AND BILLING RATES (Effective 01/01/2018)

EMPLOYEE	TITLE	HOURLY RATE		Overhead 1.9781	Fixed Fee 32.00%	Billing Rate
Sa Hong	Principal IX	\$84.62	*	\$167.39	\$27.08	\$279.09
Ralph Boirum	Principal IX	\$84.62	*	\$167.39	\$27.08	\$279.09
Arnie Sugar	Principal VIII	\$76.00		\$150.34	\$24.32	\$250.66
Steve Greene	Geologist VII	\$64.00		\$126.60	\$20.48	\$211.08
Bryan Hawkins	Geotechnical Engineer VI	\$60.00		\$118.69	\$19.20	\$197.89
Donald Huling	Geotechnical Engineer VI	\$63.00		\$124.62	\$20.16	\$207.78
JoLyn Gillie	Geotechnical Engineer VI	\$58.00		\$114.73	\$18.56	\$191.29
Sandybell Brodahl	Geotechnical Engineer IV	\$46.00		\$90.99	\$14.72	\$151.71
Dila Saidin	Geotechnical Engineer IV	\$45.67		\$90.34	\$14.61	\$150.62
Takeyo Ngoma	Geotechnical Engineer IV	\$44.00		\$87.04	\$14.08	\$145.12
Norm Nielsen	Hydrogeologist VI	\$40.00		\$79.12	\$12.80	\$131.92
Brian Menz	CAD	\$38.00		\$75.17	\$12.16	\$125.33
Brad Thurber	Geologist V	\$40.00		\$79.12	\$12.80	\$131.92
Nicole Kapise	Geologist IV	\$36.50		\$72.20	\$11.68	\$120.38
Ali Sirjani	Geotechnical Engineer II	\$36.00		\$71.21	\$11.52	\$118.73
Steve Wright	Lab/Field Technician III	\$35.00		\$69.23	\$11.20	\$115.43
Vasily Babko	Contracts Administrator	\$34.00		\$67.26	\$10.88	\$112.14
Bret Salazar	Geologist III	\$33.00		\$65.28	\$10.56	\$108.84
Sara Khandaker	Geotechnical Engineer I	\$32.69		\$64.66	\$10.46	\$107.81
Shane Miller	Geotechnical Engineer I	\$32.69		\$64.66	\$10.46	\$107.81
Seth Pemble	Geologist II	\$28.75		\$56.87	\$9.20	\$94.82
Daniel Walton	Lab/Field Technician II	\$28.00		\$55.39	\$8.96	\$92.35
Greg Krankurs	Geologist II	\$28.00		\$55.39	\$8.96	\$92.35
Austin York	Geologist II	\$26.00		\$51.43	\$8.32	\$85.75
Vincent Oskierko	Geologist I	\$25.00		\$49.45	\$8.00	\$82.45
Christiana Fisk	Administrative Support	\$23.00		\$45.50	\$7.36	\$75.86
Noel White	Lab/Field Technician I	\$16.00		\$31.65	\$5.12	\$52.77

Notes: * Represents Capped Billing Rate

Exhibit E-3

Drs Sakai & Associates LLC		Scope and Fee				
City of Marysville - 80th Street NE Corridor Improvement						
HDR - Scott Johnson						
Constructability, Cost, and Schedule		FDD		2/13/2018		
WORK ELEMENT	LABOR HOURS				TOTAL LABOR HOURS	DIRECT SALARY COST
	CLASS	Bookkeeper/Payroll	Principal	Sc Constr Sp		
	NAME	Janiece Christian	Glenn Kohn	Karen Saxe Tamara O'Brien		
	Billing Rate	\$187.27	\$215.10	\$215.10		
Initial Team Conference Calls/Meetings				6	6	\$1,290.60
Conference Calls				2		
Team Meetings - 4 ea @ 2 hours				4		
Project Tour				4	4	\$860.40
Constructability Review				2	2	\$430.20
Culvert/Wait Construction				2		
Overall MOT Plan						
Project Price Development					0	\$0.00
Unit Cost Estimate - 30%						
Unit Cost Estimate - 60%						
Unit Cost Estimate - 90%						
Mock Bid - 90%						
Project Schedule Development					0	\$0.00
Microsoft Project Schedule - 30%						
Microsoft Project Schedule - 60%						
Mock Bid Construction Schedule - 90%						
Project Final Report					0	\$0.00
Bookkeeper/ Payroll		8			8	\$1,338.40
Total: Constructability, Estimates, & Schedule Fee		8	0	12	20	\$3,919.60



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6368
www.wsdot.wa.gov

August 1, 2016

Bill Ott, Principal
Kevin Sakai, Principal
14915 88th Place NE
Kenmore, WA 98028-4725

Re: Ott-Sakai & Associates, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Ott & Mr. Sakai:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Ott-Sakai & Associates, LLC in September, 2015. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate Ott-Sakai & Associates, LLC opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate.

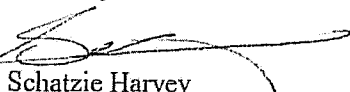
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Ott-Sakai & Associates, LLC.

Ott-Sakai & Associates, LLC has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to June 30, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File



Ott-Sakai & Associates, LLC
PO Box 247
Mountlake Terrace, WA 98043

May 8, 2018

HDR Engineering, Inc.
2707 Colby Ave, Suite 715
Everett, WA 98201

Contract Agency: City of Marysville
Contract Name: 88th Street Corridor

I certify that the hourly rates submitted below are all-inclusive; direct salary, overhead, and fee.

These rates are effective from Contract Execution date to Contract End Date unless rate changes are approved in writing by the Seattle Department of Transportation.

Employee Name	Position Title	All-inclusive Hourly Billing Rate
Fuji, Brian Ma, Bing	Construction Specialist	\$201.70
Dill, Forrest Doles, David McCoy, Charlie	Senior Construction Specialist	\$215.10
Ott, Bill Sakai, Kevin	Principal	\$215.10
Christian, Janiece	Contract Manager	\$167.30

Direct expenses may be billed to the City of Marysville as stipulated in the executed Agreement.

Sincerely,
Ott-Sakai & Associates, LLC

Janiece C. Christian
Business Manager

Bill Ott
bill@ott-sakai.com
425.890.3533

Kevin Sakai
kevin@ott-sakai.com
206.255.2509

Janiece Christian
janiece@ott-sakai.com
206.409.0631

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Marysville
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HDR Engineering, Inc.
whose address is

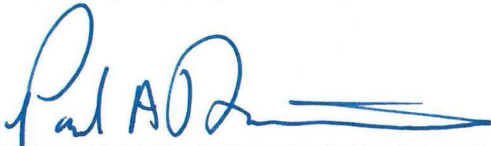
929 108th Avenue NE, Suite 1300, Bellevue, WA 98004
and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/8/18

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Marysville

I hereby certify that I am the:

☐

☐ Other

of the City of Marysville, and HDR Engineering, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature



Date

5/18/18

Approved as to form


Joni Walker, City Attorney

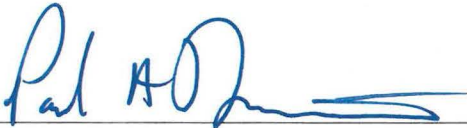
Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/8/18

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

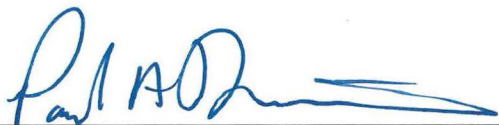
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/8/18

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

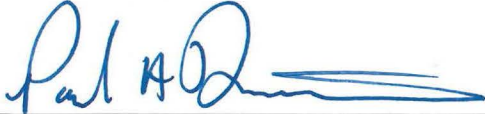
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 88th Street NE Corridor Improvements * are accurate, complete, and current

as of

**

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: HDR Engineering, Inc.



Signature

VICE PRESIDENT

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>01</u>		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 98005	
Original Agreement Number		Phone: (425) 450 - 6200	
Project Number 10116407	Execution Date	Completion Date <u>09/30/2021</u>	
Project Title 88th Street NE Corridor Improvement Project	New Maximum Amount Payable \$1,999,045.20		
Description of Work See Exhibit "A", Scope of Work attached hereto and made a part of this agreement.			

The Local Agency of the City of Marysville
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/15/2018 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Supplemental Agreement 1 authorizes additional work necessary for successful completion of the PROJECT.
See Exhibit A for details.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: Time of completion is extended to 9/30/2021.

III

Section V, PAYMENT, shall be amended as follows:

Add \$999,879.57 to original budget. See Exhibit B for details.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: PAUL A FERRIER
Paul A Ferrier
Consultant Signature

By: Jon Nehring
Jon Nehring
Approving Authority Signature
9/10/19
Date

ORIGINAL

88th Street NE Corridor Improvement Project

(State Avenue to 67th Avenue NE)

SUPPLEMENTAL AGREEMENT NO. 1

Scope of Services for Design, Environmental
Documentation & Permitting and Right-of-Way
Services

September 2019

City of Marysville

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**.

This Supplemental Agreement No. 1 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Extending the design of the 88th Street corridor improvements from the 30% Design Level to the 60% Design Level, including specifications and a preliminary Engineer's Opinion of Probable Cost Estimate;
- Preparing the right-of-way Preliminary Funding Estimate (PFE); and
- Expanding the environmental review and permitting efforts to include NEPA documentation.

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic

operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired and utility facilities will be relocated.

The Original Agreement authorized design efforts to the 30% Design Level. This Supplemental Agreement No. 1 will incorporate City review comments and further develop the corridor design to the 60% Design Level, as further detailed in the Scope of Work.

Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing will also determine if construction of the corridor can be completed as one project or necessitate that the corridor be constructed in multiple packages (segments). The Consultant Agreement and this scope of work outlines and provides for the authorization of consultant services through the preparation of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

The overall scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

It is based on the assumption that the data collection, preliminary design, environmental permitting, 30% Design, 60% Design, and right-of-way acquisition efforts will be accomplished for the entire corridor. This supplemental scope of work will authorize design to the 60% Design Level, preparation of the right-of-way Project Funding Estimate (PFE), and NEPA environmental documentation.

The time of performance for this supplemental scope and budget estimate authorization is until September 2021.

Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 1:

60% Design	July 2020
NEPA Documentation & Submittal.....	January 2020
NEPA Determination.....	March 2021

Project Assumptions

General Assumptions

The General Assumptions remain unchanged except as noted below.

Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services, except as noted below.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the duration of the 60% Design and NEPA documentation and review, which is estimated to be 24 months (OCT 2019 through SEP 2021). It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout.

Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall update, as necessary, a project ftp site that can be accessed by the CITY and CITY authorized stakeholders.

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (Project Guide) to include the additional work efforts described in this supplement. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional bi-weekly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

Assumptions:

- The initial project schedule will be updated through 60% Design and will extend through SEP 2021 to reflect environmental support and monitoring of the NEPA review.
- An additional 20 bi-weekly project team coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.
- Project Team Meetings will be held at the HDR Bellevue Office, and attended by the Project Manager, Design Manager, Discipline Leads, and Subconsultant Leads, as required. Members not located in the HDR Bellevue Office may attend via conference call.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

The Project schedule shall be revised and updated by the CONSULTANT to include Baseline Start and Baseline Finish dates for the additional tasks and deliverables authorized under this Supplemental Agreement No. 1, and shall be submitted to the CITY for review and approval. The updated project schedule shall be developed using Microsoft Project software. The project schedule will be updated bi-monthly and submitted to the CITY. The periodic schedule updates will include Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 4 Bi-monthly schedule updates (once approximately every two months)

Deliverable(s):

- Updated Schedule depicting Supplemental Agreement No. 1 additional efforts
- Bi-monthly project schedule updates (to be delivered at Monthly Client Coordination Meetings)

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Billing amounts assigned to water main and stormwater retrofit design for CITY accounting and potential grant reimbursements.
- Meetings attended.
- Problems/issues encountered and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall also be submitted with each invoice. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an **Earned Value Report** within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Change: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports
- Monthly Invoices
- Monthly Earned Value Reports

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this Supplemental Agreement No. 1 without prior written permission of the CITY. Additional SUBCONSULTANT assistance will be required for obtaining additional topographical and property survey information, additional geotechnical data collection and evaluation, cultural resources assessment, and hazardous materials analysis.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

This Supplemental Agreement No. 1 makes no changes to this sub-task.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the additional work of this Supplement.

1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 1, and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will extend the Client Communications Plan developed as part of the Original Agreement to include the work authorized by this Supplemental Agreement No.1. The revised Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager containing information on project issues, status and schedule, and identifying any information or decisions needed from the CITY;

Project updates regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings.

CITY Responsibilities:

- Timely review of bi-weekly 5/15 Reports and response with any questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Public Works Department Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 14 additional (monthly) Client Coordination Meetings, during the preparation of the 60% Level design, included in this supplement, held at the CITY Public Works Department Offices.
- There will be up to 4 additional (monthly) Client Coordination Meetings after completion of the 60% Design submittal, during the NEPA review monitoring efforts. In addition, there will be up to 6 monthly updates (written / email) providing updates as to the status of the NEPA review, in lieu of a monthly coordination meeting during this same time period.
- CONSULTANT participation will include the Project Manager, and/or Design Manager. Additional CONSULTANT staff may participate via conference call, if required.

Deliverable(s):

- Bi-weekly 5/15 Reports (52 additional)
- Monthly Client Coordination Meeting agendas and summary notes (14 additional).
- Monthly Client Coordination Status Reports (6)

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The CONSULTANT's Quality Assurance Checklist will be completed and submitted by the CONSULTANT with each Plan submittal. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. 60% Plans, Specs, and Estimate will not be stamped and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project FTP site. The CITY will contact PROJECT stakeholders to download and review submittals. Stakeholders may include but are not limited to CITY Departments as appropriate (e.g. Police, Fire Public Works Operations), Snohomish County Public Utility District, PSE, Frontier, Comcast, USPS, Community Transit, Tulalip Tribe, USACE, WDFW and ECOLOGY. The CITY will summarize the PROJECT stakeholder review comments of each plan submittal and transmit the comments to the CONSULTANT in a Review Ledger. The CONSULTANT will respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment, verifying that CITY comments have been addressed (or provide written response as to why the changes have not been made).

Each plan submittal will include a comment review discussion between the CITY and the CONSULTANT. This meeting will be a collaboration session to chart the path forward to the next submittal and address any concerns that were observed during submittal review.

This Supplemental Agreement No.1 includes extending the Quality Assurance efforts to include the 60% Design.

Deliverable(s):

- Agendas for Comment Review Meetings.
- Review Ledger with comment responses, for each submittal.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed, and summarize what additional information is needed for project development.

CONSULTANT will collect and review available documents from the CITY including:

- Previously modified and constructed designs.
- Plans and specifications for previous CITY projects within or adjacent to the expected project footprint for the PROJECT.
- Existing topographical and right-of-way survey information.
- Basin studies or flow data for the project area including Allen Creek and the unnamed tributary to Allen Creek.
- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.
- Any Critical Areas, Wetlands, and/or Stream reports related to Allen Creek and the unnamed tributary to Allen Creek within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.
- Watermain condition logs, reports, pressure test results, photographs, etc.
- Sewer CCTV reports and videos.

CONSULTANT will prepare a Data Collection Log to confirm information received from the CITY.

CONSULTANT will prepare a Data Summary Memorandum and submit to the CITY listing the information received, additional information needed including the likely source (if known) for the additional information, and noting if any items are outside this scope of services.

Assumptions:

- The CITY will provide all available information in timely fashion.
- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers, Tulalip Tribe, Community Transit and other CITY departments.
- All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.

- Underground and overhead utilities will be marked by 811 Locate Services.
- Utilities locations obtained from CITY records and 811 locates will be used and relied upon for the design.
- CITY will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
- If additional utility locate information is needed through methods such as potholing, the CITY will perform that work on City utilities and provide the information to the CONSULTANT.
- CITY will perform CCTV inspection of existing sanitary sewers and provide written reports and video tapes to the CONSULTANT.

Deliverable(s):

- Data Collection Log
- Data Summary Memorandum

TASK 5. SURVEY AND MAPPING

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process. This Supplemental Agreement No. 1 authorizes additional supplemental survey efforts to obtain information identified during the 30% Design and required to further advance the design.

5.1. Research and Existing Data Compilation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover, maintain and utilize existing survey control monumentation recovered and established during prior project efforts. This Supplemental Agreement No. 1 makes no changes to this sub-task.

5.3. Field Surveying and Base Mapping

This Supplemental Agreement No. 1 adds the following work to this sub-task.

- Obtain topographic features consisting of existing traffic channelization and curb line / edge of pavement along 88th Street NE, east of the 67th Avenue NE intersection for a distance of up to 1,000 linear feet.
- Obtain additional pickups on existing stormwater facilities near 45th Drive NE and 61st Drive NE to facilitate the stormwater design and coordination of adjacent stormwater facilities with the main system along 88th.
- Obtain additional information regarding the existing stormwater facilities in front of Cedarcrest Middle School and its discharge into Allen Creek.

5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by future supplement

The scope of work for preparation of legal descriptions and exhibits will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

5.5. Right-of-Way Plans

A general layout of proposed right-of-way lines will be prepared such that property impacts may be identified. The scope and budget for revisions to the Right-of-Way Plans for the purposes of defining the actual property impacts and acquiring right-of-way will be included and authorized by supplemental agreement at completion of 30% Design.

5.6. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets, the extraction of the data required for deliverables, field book note reductions, CADD drafting, and other duties required to supplement the existing project basemap.

This task also includes the processing of the data collected for use in determining the right-of-way and the creation of the topographic mapping deliverable.

5.7. Supplemental Surveys

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. For budgeting purposes this task item has been estimated not to exceed 60-field crew hours. Any costs for performing additional survey beyond 60-field crew hours, may be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

Assumptions:

This Supplemental Agreement No. 1 makes no changes to the original assumptions, except as noted below.

- Traffic control will not be required for the additional work.
- The additional work does not include the setting of property corners or filing a Record of Survey.

Deliverable(s):

- Supplemental survey and corresponding Base Map updates.

TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, culvert design, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

6.1. Project Setup:

This Supplemental Agreement No. 1 makes no changes to this sub-task.

6.2. Subsurface Explorations and Laboratory Testing:

Plan the Geotechnical Field Exploration Program: The CONSULTANT will plan a three-phased geotechnical exploration program for the project. Phase 1 of the exploration program will consist of conducting limited access geotechnical borings within the ravines, up-stream and down-stream of the proposed culvert crossings. Phase 2 of the exploration program will consist of installing a series of borehole infiltration test wells along the corridor. Phase 3 will consist of conducting borehole infiltration testing within the phase 2 borehole infiltration test wells.

Conduct Utility Locates: Prior to conducting the subsurface exploration program, the CONSULTANT will mark the proposed exploration locations in the field and arrange for utility locates using the Utilities Underground Location Center (UULC). A second site visit will be made to verify utility locations and exploration clearances.

Generate Phase 1 through Phase 3 Exploration Work Plan Memo: The CONSULTANT will prepare a Geotechnical Work Plan Memorandum for the proposed phase 1 through phase 3 exploration programs. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or HDR, in support of this project, will acquire and provide any required permits or right of entries at no cost to the CONSULTANT.

(Phase 1) Conduct Limited Access Geotechnical Borings: The CONSULTANT will conduct two days of limited access drilling in the vicinity of the Allan Creek culvert crossing and one day of limited access drilling in the vicinity of the tributary culvert crossing. The proposed explorations will be drilled with a limited access, hand portable, drill rig capable of drilling along the steep slopes and within the ravines, up-stream and down-stream of the proposed culvert replacements. The soil and groundwater information obtained from these explorations will be used to refine the analysis of proposed culverts, lateral spreading mitigation measures, and associated retaining walls.

The CONSULTANT expects that each of the limited access borings will be accessed from the public right of way but will be drilled within private property, at the base of the associated ravines. The CONSULTANT

assumes that the City of Marysville will obtain rights of entry to access up and down stream of both the Allan Creek Culvert and the tributary creek culvert, for the geotechnical explorations.

Each geotechnical boring will be drilled to a depth of 20 to 30 feet below ground surface or practical refusal, whichever is shallower. In-situ testing using a Standard Penetration Test (SPT) will occur in the borings at 2.5-foot intervals to 20 feet and at 5-foot intervals thereafter. SPT samples will be collected and returned to the CONSULTANTs geotechnical laboratory for testing. No groundwater monitoring wells will be installed within the borings.

(Phase 2) Install Borehole Infiltration Test Wells. The CONSULTANT will contract with a local driller or vactor truck operator to install up to 8 borehole infiltration test wells along the project corridor. If subsurface utilities allow for the use of a drill rig, SPT samples will be obtained at 2.5-foot intervals during drilling of the test wells. If subsurface utilities do not allow for the use of a drill rig, a vactor truck will be used to install the wells. Each test well will be installed to a depth of 5 to 10 feet below ground surface, depending on the depth of the proposed infiltration facility, and consist of a six-inch diameter PVC pipe with an open bottom. Each well will be installed within the right of way and capped with a locking monument cover.

(Phase 3) Conduct Borehole Infiltration Testing: The CONSULTANT will conduct borehole infiltration testing in general accordance with the EPA falling head procedure. The CONSULTANT assumes that completion of the borehole infiltration testing will take three working days to complete.

Generate Boring Logs and Assign Laboratory Testing: The CONSULTANT will prepare summary boring and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits as appropriate.

6.3. Geotechnical Design Services:

The CONSULTANT will develop geotechnical recommendations for the design and construction of the roadway improvements and structure alternatives. Anticipated geotechnical design services include the following:

Update Geologic Profiles: The CONSULTANT will update geologic profiles based on the soil and groundwater data obtained from the phase 1 geotechnical borings. The geologic profiles will be included in the geotechnical engineering report.

Update Soil Properties: The CONSULTANT will update estimates of the soil strength and other properties needed to evaluate the effects that the subsurface conditions will have on the proposed improvements.

Update Liquefaction and Lateral Spread Analysis: The CONSULTANT will evaluate the risk of liquefaction in the vicinity of the phase 1 explorations and update the lateral spread evaluation based on the data obtained from the limited access explorations.

Culvert Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing the two replacement culverts. Geotechnical evaluations and recommendations for cast in place box culverts and precast culvert systems will be provided. Bearing capacity recommendations and lateral earth pressures/resistances, and seismic design recommendations will be provided for the chosen culvert systems.

Evaluate FWD Data and Develop Pavement Design: The CONSULTANT will evaluate the FWD and pavement core data and develop overlay and new pavement design recommendations using traffic information for the corridor provided by the City.

Update SEW Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing the SEWs. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. The CONSULTANT will also estimate the anticipated settlement of the proposed roadway embankment fill at the two creek crossings.

Update Temporary Soldier Pile Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing temporary soldier pile walls along the corridor, as needed. Recommendations will include lateral earth pressure diagrams for static, pseudo-static and post liquefaction conditions.

Update Gravity Block Wall Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing the gravity block walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. Lateral earth pressure design recommendations and backfill requirements will consider and account for lightweight backfill alternatives.

Reinforced Concrete Wall and Culvert Wing Wall Design Recommendations: The CONSULTANT will provide geotechnical design recommendations for designing cast-in-place reinforced concrete walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and any over excavation requirements. The design analysis will consider static, seismic, and post-seismic load cases. Reinforced concrete wall design recommendations will consider and account for light weight backfill alternatives.

Signal Pole and Luminaire Design Recommendations: The CONSULTANT will evaluate the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for signal pole and luminaire foundations based on WSDOT standard plans and procedures. The CONSULTANT assumes that signalization improvements will include: upgrades to the intersections of 88th Street NE with 51st Avenue NE and 55th Avenue NE; a new signal installation at the intersection of 88th Street NE and 60th Drive NE; and two

(2) Rectangular Rapid Flashing Beacon (RRFB) Signals along 88th Street NE near 46th Avenue NE and 61st Drive NE. The CONSULTANT also assumes that the geotechnical data used to design the recent intersection upgrades at the 51st Avenue NE intersection will be provided by the City. The CONSULTANT will provide luminaire foundation design recommendations for luminaire foundations to be founded within light weight cellular concrete.

Cellular Concrete Design Recommendations: The CONSULTANT will provide final design recommendations for cellular concrete to be used as a lateral spread mitigation measure in the vicinity of the culvert crossings.

Infiltration Analysis: The CONSULTANT will evaluate the data obtained from the Phase 3 explorations and determine appropriate short and long-term infiltration rates for use in design of potential infiltration facilities.

Quality Assurance / Quality Control (QA/QC): The CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

Update Geotechnical Engineering Report: The CONSULTANT will update the draft geotechnical engineering report for the project. This updated report will contain the results of the additional subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

Miscellaneous Geotechnical Coordination and Analysis: The CONSULTANT will provide up to 20 hours of miscellaneous geotechnical coordination and analysis after updating of our draft geotechnical report. This effort will address question and changes to the design that have geotechnical implications and occur between publishing of our updated draft report and final report.

Plan and Specification Review: The CONSULTANT will conduct a review of the project plans at the 60% milestone submittal to ensure that the geotechnical aspects of the project have been incorporated into the project documents.

Project Coordination Meetings: The CONSULTANT will attend up to four (4) project coordination meetings. The CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

Geotechnical Task Management: The CONSULTANT will provide geotechnical task management to all geotechnical related aspects of the project. The CONSULTANT will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

Assumption(s):

- The CONSULTANT will be responsible for preparing traffic control plans. All required street use and right-of-way permits will be secured and provided by the CITY at no cost to the CONSULTANT.
- No geotechnical explorations will be completed within the cemetery property

- Access and right-of-entry to the limited access explorations locations will be provided by the CITY.
- Minor vegetation clearing may be required to access the limited access exploration locations. Vegetation clearing will be completed by the CONSULTANT with hand equipment.
- The CONSULTANT will contract with a subcontractor to perform the borings. The borings will be conducted during workday hours with no work hour restrictions.
- Saw cutting of the pavement at the exploration locations will not be required at the borehole infiltration test wells.
- The spoils from the subsurface explorations will not be characterized as hazardous waste.
- Spoils from the borings will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the CONSULTANT.
- The subsurface exploration locations will be surveyed by others if needed
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT Geotechnical Design Manual and 2017 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will be based on the Department of Ecology 2012 Stormwater Management Manual for Western Washington for non-glacially consolidated soils (i.e., grain size method), and the results of the on-site infiltration testing.
- The SEWs, gravity block walls, and temporary soldier pile walls will be designed by the contractor. Internal stability and facing analyses will not be performed as part of this AGREEMENT.
- This contract only goes through 60 percent design.
- The final geotechnical report will be completed as part of a future contract.
- Temporary groundwater control during construction, where required, will be designed by the contractor and will not be performed as part of this AGREEMENT.

Deliverable(s):

- Geotechnical Work Plan Memo
- Updated Draft Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

The objective of this task is to evaluate the existing infrastructure and develop recommendations for portions of these systems to be retained, replaced, or supplemented, and incorporate the recommendations into a preferred alternative for the corridor.

Design efforts authorized by this Supplemental Agreement No. 1 will advance based on the result of 30% Design with updates as required to address design development for other elements of the corridor such as stormwater, franchise utilities, and culvert replacement structures; further advancing the utility design to 60% Design.

7.1. Conditions and Capacity Analysis

This Supplemental Agreement No. 1 makes no changes to this sub-task.

7.2. 30% Submittal

This Supplemental Agreement No. 1 makes no changes to this sub-task.

7.3. 60% Submittal

The CONSULTANT will further develop the 30% plans, including City Review Comments, to the 60% Design Level including the sheets listed in the Submittal Sheet List, shown in Task 14. The CONSULTANT will coordinate with franchise utilities regarding the protection or location of proposed utility relocation within the right-of-way.

Assumptions(s):

- Relocation of franchise utilities such as gas, telecommunications, and electrical utilities and associated appurtenances will be designed by others.
- Profiles of relocated franchise utilities such as gas, telecommunications, and electrical utilities will not be shown as part of the 60% design submittal as this will be currently under design by others.
- Horizontal location of water, sewer, and franchise relocations within the right-of-way will be based on 30% plans and City Review Comments. Modifications to the horizontal alignment of any of these utilities beyond those noted in the City Review Comments will be considered Additional Services.
- All parcels adjacent to the 88th Street NE Corridor are currently served by City of Marysville water and sewer; and no new side services are required.

Deliverable(s):

- 60% Utility Plans, Utility Profiles, and Utility Details (incorporated into the overall 60% Plans).

7.4. 90% Submittals – To be scoped in future supplement

7.5. Ad-Ready Submittal – To be scoped in future supplement

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 10. DESIGN REPORT

The CONSULTANT shall prepare a Design Report to document the basis of design, coordination with stakeholders, site conditions, and other information supporting the development of the corridor design. This Supplemental Agreement No. 1 provides for an update to the Design Report to include the 60% Design.

10.1. Design Report – 30% Submittal

This Supplemental Agreement No. 1 makes no changes to this sub-task.

10.2. 60% Design Report Update

The CONSULTANT will compile notable documentation for the 60% Submittal which builds upon the comprehensive Design Report submitted at 30%. This document will include but is not limited to:

- VE Study Report
- Final Geotechnical Engineering Report
- Draft Drainage Design Report
- Draft Hydraulics Report
- 30% Comment Responses

10.2.1. Drainage Design Report

CONSULTANT shall prepare a Drainage Design Report in accordance with the requirements of the City of Marysville's municipal code and by reference the 2012 WA State Department of Ecology (ECOLGY) Storm Water Management Manual for Western Washington. The Drainage Design Report will document the minimum stormwater management requirements that apply to the project; BMP selection; calculations to support complete BMP and conveyance sizing; and a summary of long-term operations and maintenances plan components.

CONSULTANT will evaluate and select Best Management Practices (BMPs) to provide permanent stormwater management for the project in accordance with the CITY requirements. Where feasible, LID techniques that promote stormwater infiltration will be used. LID techniques will be the preferred BMPs to provide on-site stormwater flow control and water quality treatment. In areas of poorly drained soils or where full infiltration is not feasible, partial infiltrating BMPs that utilize under drains may be used. Traditional flow control and water quality treatment BMPs, such as surface detention ponds or flow-through cartridge treatment devices, will also be considered where full infiltration is not feasible.

BMP selection will be based on infiltration capacity, topography, the amount of space available within the right of way, life-cycle cost and aesthetic considerations, and the CITY's overall sustainability goals for the project.

Hydrologic modeling will be performed using an Ecology approved continuous simulation hydrologic model to size BMPs and evaluate the expected performance of each in terms of meeting Minimum Requirements from the ECOLGY Manual, as they apply to the project. Results from the modeling will be used to evaluate design parameters, such as the amount of flow to divert to each BMP; and preliminary facility depths, surface areas, and slopes needed to meet the applicable minimum requirements.

Assumption(s):

- The Draft Drainage Design Report prepared under this task will correspond to the 60% complete designs.
- The 60% DRAFT will be approximately 20 pages in length. The DRAFT Report will include graphics which document analysis and assumptions.
- There will be only be two versions of the Drainage Design Report for 60%. An initial 60% draft report, and a final 60% report incorporating city review comments.
- The 60% Draft Drainage Design Report will be subject to one round of CITY review. The CITY will provide one consolidated set of comments on the draft memorandum to the CONSULTANT. The CONSULTANT will incorporate the CITY's comments, as applicable, in the Final Drainage Design Report submitted during 60% and 90% Design Submittals.
- Western Washington Hydrology Model (WWHM) or MGS Flood modeling software will be used.
- The default rainfall gage with a site specific correction factor and model parameters will be used.
- Model calibration or validation will not be performed.
- CONSULTANT will evaluate the nine Minimum Requirements of the SWMMWW.
- Conveyance Facilities will be evaluated for the 25-year storm event using WWHM.
- Long-term design infiltration rates from the geotechnical report will be used for modeling infiltrating BMPs.
- The Final Drainage Design Report will be submitted with the 90% design (by future supplement).

Deliverable(s):

- The Draft 60% Drainage Design Report will be submitted with the 60% design submittal (PDF format).
- The Final 60% Drainage Design Report (PDF format).

10.2.2. Draft Hydraulics Report

CONSULTANT shall prepare a Draft Hydraulics Report to be used in the permitting process. It will include a summary of the existing conditions and hydrology, a summary of the hydraulic modeling results and assumptions, design criteria, and the proposed design information.

Assumption(s):

- The Draft Hydraulics Report prepared under this task will correspond to the 60% complete designs.
- There will be only one Draft and one Final version each of a Draft Hydraulics Report and Final Hydraulics Report.
- The 60% Draft Hydraulics Report will be subject to one round of CITY review. The CITY will provide one consolidated set of comments on the draft report to the CONSULTANT.

Deliverable(s):

- The Draft 60% Hydraulics Report will be submitted with the 60% design submittal (PDF format).
- The Final 60% Hydraulics Report (PDF format).

10.3. Final Design - To be scoped in future supplement

TASK 11. 30% DESIGN

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 makes no changes to the scope definition contained in the Original Agreement.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare documentation, and prepare NEPA/SEPA, City, and JARPA permit application packages. Because the project is not scheduled to commence construction until 2023, several permits will be deferred to a subsequent Supplemental Agreement to minimize need for permit revisions or re-approvals. This Supplemental Agreement No. 1 will finalize NEPA submittals and NEPA Categorical Exclusion acquisition.

13.1. Organize an Environmental Kick-off meeting and site visit.

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.2. NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.4. Wetland and Stream Delineation Report Preparation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.5. Cultural Resources Assessment

In support of NEPA and Clean Water Act Permitting with the US Army Corp of Engineers (USACE), as related to wetlands and work below the Ordinary High Water Mark (OHWM), this work would include the preparation of a Cultural Resources Assessment Report in accordance with the published Department of Archaeology and Historic Preservation (DAHP) standards and guidelines, as well as those of the Secretary of the Interior.

13.5.1. Preliminary Review

- The CONSULTANT will conduct background research using the DAHP's WISAARD database as well as other relevant documents, as needed, pertaining to sites and cultural resources surveys previously recorded in (and in the vicinity of) the project area. Background research will also address ethnographic information regarding Tribal affiliations (for use in determining Traditional Cultural Property [TCP] likelihood).
- A Washington DAHP EZ1 Form will be completed for submittal as part of the EO 05-05 process to inquiry as to whether additional work will be mandated (there is a potential that this would limit or eliminate further work).

- Provide an APE document with maps and project description to H&LP so they can initiate consultation with the SHPO and all concerned parties. Based on comments and the FHWA determination of whether it will have the potential to effect historic properties proceed to Step 2, Research and Field Investigation.

13.5.2. Research and Field Investigation

- The CONSULTANT will conduct background research and then a field investigation consisting of a pedestrian reconnaissance to evaluate the area and to record historic property information for all structures 45 years of age or older. Above-ground inspection will consist of identifying any historic-aged resources located in and/or immediately adjacent to the project area that have not yet been inventoried. If necessary, up to three (3) structures will be evaluated for listing on the National Register of Historic Places (NRHP).
- Shovel probes will be excavated within the project corridor at 30-meter intervals, as feasible.
- Photographs will be taken of the project area, shovel probes, cultural materials and/or other areas of interest. Description/details of the photos will be entered in a photo log.
- As necessary, maps will be produced to show the location of the observed resources with reference to surrounding natural and human-built features.

13.5.3. Monitoring (if required)

- The CONSULTANT will monitor any geotechnical testing of soils in the project area to determine whether buried historic or pre-contact materials are present in returned soils or if profiles (as exposed) contain archaeological material or the potential for locating them.
- If monitoring of soil testing is mandated or requested those data would be included in any reporting documentation, hence task item 2 (above) reporting would not take place until all field work was completed.

13.5.4. Reporting

Consultant will prepare a cultural resources assessment report detailing the results of research and fieldwork. This report will include eligibility assessments, and recommendations for avoidance or mitigation for any resources identified

Assumption(s)

- All review comments will be received in accordance with the project schedule. Delays and/or revisions to complete design due to receipt of untimely review comments and directions will be considered extra work.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

13.6. Endangered Species Act Compliance – Biological Assessment Preparation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.7. Critical Area Report Preparation

The preparation of the Critical Area Report will be fully scoped, budgeted and authorized by future supplement after completion of 60% design.

The Critical Area Report (CAR) documents impacts and identify mitigation in compliance with the City Critical Areas Ordinance. The CAR builds upon information already developed for the Wetland and Stream Delineation Report, Geotechnical Report and Biological Assessment.

The CAR will be developed to address the best available science requirements. The report will identify the general extent and location of PROJECT critical areas as defined by the CITY including wetlands, streams, geologic hazard areas, habitat areas and their buffers in the study area. The Critical Areas Report will incorporate information from Task 6 – Geotechnical Engineering - to address Geologic Hazard Areas.

Upon authorization, the CONSULTANT will work with CITY planners to develop up to three mitigation options for consideration. The options will be developed in GIS and will be supplemented with a brief narrative describing the concept pros and cons to facilitate the screening to a preferred option.

A general description of the mitigation required and the preferred conceptual level mitigation option will be presented in the CAR.

13.8. Prepare a noise assessment to meet FHWA and WSDOT requirements

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.9. Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements.

This Supplemental Agreement No. 1 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

13.10. Prepare Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations within 0.5 miles of the project corridor.

This Supplemental Agreement No. 1 includes additional efforts for the preparation of NEPA documentation:

- Finalize Environmental Justice memo started under the original Scope of Work

13.11. NEPA Documentation and Approval

This Supplemental Agreement No. 1 includes additional efforts for the preparation of NEPA documentation:

- Finalize and submit NEPA Environmental Classification Summary Form started under the original Scope of Work
- Documented Categorical Exclusion acquisition support

13.12. Hazardous Materials

This Supplemental Agreement No. 1 makes no changes to this sub-task

13.13. SEPA checklist preparation

- The preparation of the SEPA Checklist will be fully scoped, budgeted and authorized by future supplement, after 60% design is complete.

13.14. Permit Support

Additional permit support will be fully scoped, budgeted and authorized by a future supplement, after 60% design is complete. Anticipated future efforts include:

- The PROJECT is likely to trigger a US Army Corps of Engineers permit and a Hydraulic Permit Application (HPA) for wetland impacts, stream impacts, and work below the OHWM. The CONSULTANT will prepare a Joint Aquatic Resource Protection Application (JARPA) for review and signature by the City.
- THE CONSULTANT will prepare up to 10 JARPA specific graphics using CADD and GIS to support the application package and submittal to Corps and Ecology.
- Prepare on behalf of the CITY the WDFW on-line JARPA (APPS) form.
- Prepare following permit applications:
 - a. Clear and Grade Permit
 - b. Right-of-Way Permit
 - c. NPDES Notice of Intent
- Coordinate with the agency permit reviewers to facilitate review and comments for permit acquisition.

CITY Responsibilities:

City responsibilities as defined in the original scope of services remain unchanged except as noted herein.

Assumption(s):

- The assumptions as defined in the original scope of services remain unchanged except as noted herein. Submittal milestones are as follows:
 - a. NEPA ECS and supporting documentation: January 2020
 - b. Critical Area report: June 2021
 - c. SEPA Checklist: September 2021
 - d. City Permits: October 2022

e. WDFW HPA application: June 2022

Deliverable(s):

- Draft and Final Wetland and Stream Delineation Report (electronic WORD and PDF).
- Draft and Final Cultural Resources Assessment Report (electronic PDF).
- Draft and Final Biological Assessment (electronic WORD and PDF).
- Draft and Final Noise Assessment (electronic WORD and PDF).
- Draft and Final EJ Evaluation (electronic WORD and PDF).
- Draft and Final ECS form (electronic format).
- Draft and Final Hazardous Material Report (electronic WORD and PDF).

Deliverable(s) to be authorized by future Supplemental Agreement:

- Draft and Final Critical Areas Report
- Draft and Final SEPA Checklist.
- Draft and Final JARPA for Corps/Ecology.
- Draft On-Line JARPA for WDFW (APPS).
- Draft and Final City and NPDES Permits.

TASK 14. 60% DESIGN

14.1. 60% Design

The CONSULTANT shall follow the guidelines set forth in the CITY's Design Standards and Plans Preparation Manual when preparing the 60% plans, specifications, and estimate.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.
- The 60% design will include the full project corridor and will not separate the project into separate phased segments.
- The 60% Design will be based on the assumption that a full closure(s) of 88th Street will be allowed for the purposes of construction of the Allen Creek and Unnamed Tributary stream crossings. Detour Plans will be developed during the 90% Design effort. No temporary access roads for stream crossing access will be identified or detailed.
- Any design to accommodate partial road closures, phased culvert and road widening construction will be considered Extra Work to be authorized by future supplement.

14.2. 60% Plans

The CONSULTANT will further develop the 30% plans to a 60% plan level including the sheets listed in the following table.

The anticipated sheet list for 60% design includes:

Submittal Sheet List for 60% Design

Sheet Description	60%
Cover Sheet with Vicinity Map and Index	2
Legend, General Notes, Abbreviations, and Project Key Map	2
Roadway Typical Sections	5
Alignment, Profile, and ROW Plans	24
Right-of-Way Acquisition Plans	20
Site Preparation Plans	21
TESC Notes and Details	3
Temporary Erosion and Sedimentation Control (TESC) Plans	21
Roadway Base and Light-weight Fill Details	2
Paving Plans	20
Paving Details	14
Intersection and Curb Ramp Grading	22
Driveway Plan and Profiles	75
Drainage Plans	20
Drainage Profiles	20
Drainage Details	7
Fish Passage Culvert Structure Notes & Key Plan	2
Fish Passage Culvert Plan, Profiles & Typical Sections	4
Fish Passage Culvert Details	9
Retaining Wall Structure Notes, Key Plan and Sequencing Plan	3
Retaining Wall Plan and Profiles	11
Retaining Wall Details	10
Stream Restoration Details	3
Pavement Marking and Signing Plans	21
Signing Schedule and Details	4
Signals, Illumination and ITS Plans	14
Signal and ITS Details (3 Intersections + 2 RRFBs)	12
Illumination Schedule and Details	2
Landscaping Plans	14
Landscaping Details	5
Water Plans and Profiles	20
Sanitary Sewer Plans and Profiles	20
Water and Sanitary Sewer Details	8
Staging and Traffic Control Sequencing Notes	1
Staging and Traffic Control Plans	20
Total # Sheets	461

14.2.1. General Sheets

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

14.2.2. Roadway Design

Roadway Typical Sections

Roadway sections will be developed for 88th Street NE denoting roadway widths, right-of-way widths, sidewalks, bike lanes, landscaping, pavement design, wall locations, and traffic lanes. It is assumed that all cross street work will be minor and will be able to be built using plan and detail sheets only – no roadway sections will be required. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced.

At the creek crossing, sections will account for excavation and lightweight backfill requirements to ensure stability of the embankments.

Alignment, Profile, and ROW Plans

CONSULTANT will prepare a set of alignment tables and plan sheets for survey control, monumentation, and roadway alignments. The alignment tables and plan sheets will list necessary curve details for proposed centerline alignments, horizontal and vertical control data, existing right-of-way information based on CITY-provided title reports, and reference-level proposed right-of-way information such as proposed right-of-way and preliminary temporary construction easement limits.

Right-of-Way Acquisition Plans

CONSULTANT will prepare a set of right-of-way acquisition and easement plan sheets depicting necessary information and detail to identify acquisition and easement limits and quantities. Plan sheet information will include alignment references; existing right-of-way; proposed right-of-way; proposed easements; and property information including ownership, parcel number, parcel area, acquisition area, permanent easement area, temporary construction easement area and parcel remainder area.

Site Preparation Plans

CONSULTANT will define the site preparation and demolition activities, including items to be abandoned, salvaged, recycled or removed, and identify facilities and environmentally sensitive areas that need to be protected during construction. Site Prep plans will include surface feature items, such as pavements (by type), sidewalk, curbs, walls, and miscellaneous structures. Demolition required for utilities, drainage features, signing, signalization and illumination will not be included in these drawings and will be shown on the relevant discipline drawings. Cut/fill lines will be shown on the site preparation plans.

Paving Plans and Details

CONSULTANT will prepare roadway paving plans that will show paving extents, pavement material types, curb and gutter, raised medians, sidewalks/shared pathways, and bike lanes. The plans will also show curb returns, tapers, intersection layouts, proposed driveway accesses, and other pertinent surface features. The paving details will include some design details for atypical curbs, paving, and layout of flatwork features not captured by the standard plans.

Intersection and Curb Ramp Grading

CONSULTANT will design intersection grading to tie into the existing cross street's existing terrain. Intersection curb radii will be designed including curb radii tables with locations and elevations for PC, PT, quarter points, low points, and curvature staking information including radius, length of curve, tangent, and delta. Curb ramps will be located at each intersection corner, up to two Cedarcrest Middle School driveways, and up to two mid-block crossings. Bike ramps are assumed to be limited to on-street bike lane transitions near 67th Ave NE. Preliminary ramp grading information will be provided for 60% Design with full grading information at ramps and adjacent areas at 90% Design. Curb ramps will be designed in accordance with ADA and PROWAG requirements:

INTERSECTION	# CURB RAMPS	# BIKE RAMPS
STATE AVENUE	--	--
44TH DR NE	8	--
45TH DR NE	8	--
MID-BLOCK CROSSING #1	2	--
46TH DR NE	4	--
47TH DR NE	4	--
48TH DR NE	8	--
49TH DR NE	4	--
51ST AVE NE	8	2
52ND AVE NE	4	--
52ND DR NE	4	--
55TH AVE NE	8	--
57TH DR NE	4	--
58 TH DR NE	4	-
59TH DR NE	8	--
60TH DR NE	8	--
61ST DR NE	4	--
MID-BLOCK CROSSING #2	2	--
CEDARCREST DRIVE – WEST	2	--
CEDARCREST DRIVE –EAST	1	1
67TH AVE NE	--	1

For 60% design, ramp types and limited grading points may be provided for pedestrian curb ramps and bike ramps.

It is assumed that the need for ADA Maximum Extent Feasible (MEF) documentation will be minimal on this Project due to relatively flat grading in existing conditions. It is assumed that up to 6 ramps will require the documentation.

Driveway Plan and Profiles

CONSULTANT will design grading to tie into the existing terrain at private properties adjacent to the corridor. This includes driveway grading to match into existing properties. Additional property interface elements such as modifications to existing parking layouts or walkway connections will be noted. Relocations of mailboxes will be shown on the plan. Profiles will be created for each of these driveway locations with accompanying plan view at a scale of 1"=5'. Driveway limits for the 60% design level will typically depict the length behind sidewalk to match back to existing driveway surfacing at a width matching to the driveway entrance width at the roadway. Each sheet will provide design information for roughly 1 property and up to 2 driveway profiles.

Pavement Marking and Signing

CONSULTANT will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will typically match paving limits. Additional channelization will be shown east of 67th Avenue NE to support new on-street bike lanes to connect the shared pathway facilities on 88th Street NE with the existing bike lanes on Ingraham Blvd. Signing will show the location of new signs and will conform to the current edition of the MUTCD and the CITY's signing guidelines. Sign schedules will be provided for both the existing corridor signage and the proposed signing with location information, mounting/installation guidance, and associated sign design details.

14.2.3. Stormwater Design

Temporary Erosion Control

CONSULTANT will prepare temporary erosion control details which show erosion and sedimentation controls measures to be used for this project. Cut/Fill lines will be shown on the TESC plans.

The TESC drawings will be prepared in accordance with the CITY requirements and by reference the requirements written in the 2012 ECOLOGY Stormwater Management Manual for Western Washington.

Drainage Plans, Profiles, and Details

CONSULTANT will prepare plans and details for the LID and gravity drainage design, including plan views of drainage pipes and structures, LID features, connections to the existing stormwater systems, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities. Stormwater detention and treatment facilities on the City Maintenance Site will be included in the stormwater plans and details.

These plans will include profiles for the storm drains required within the project limits. All pipe invert elevations, size, length, and type as well as drainage structure sizes and types will be included. Profiles of the stormwater facilities will also be included. Existing and proposed utility crossings will be depicted based on pothole data and utility profiles.

14.2.4. Fish Passage Crossing and Structural Design

Culvert Plan, Profiles, Sections and Details

The CONSULTANT will prepare plans, sections and details for each culvert replacement structure and upstream and downstream of the structure where grading is required to match the existing channel. The plans will include typical sections of the channel within the reach, the depth and placement of the streambed material, and placement and details of wood within the reach. The new fish passable structures will be designed to meet the structural requirements of the AASHTO LRFD.

Retaining Walls

The CONSULTANT will use the 30% design plans and review comments and advance the design to a 60% design and plan level. This task involves advancing the design and preparation of contract documents for permanent and temporary retaining walls and other miscellaneous structures. Plan, profiles and details will be included in the plans, including the excavation limits required to construct each of the structures. Retaining wall systems that are proprietary products or will be used as temporary structures will be evaluated for feasibility and constructability; however, final design of these walls will be the responsibility of and completed by the Contractor.

The CONSULTANT will prepare a proposed structure construction sequence. Construction sequence shown will prioritize the feasibility and constructability of the project and may not necessarily depict the shortest construction method or the least costly method. Temporary retaining walls required to facilitate the proposed construction sequence will be identified at this time.

Stream Restoration

The CONSULTANT will prepare plan sheets showing limits of work at each creek crossing and associated areas for restoration with planting and material information.

14.2.5. Signal, Illumination, and ITS Plans and Details

The CONSULTANT will use the 30% design plans and review comments to advance the design to 60% Design. This task involves advancing the design and preparation of contract documents for signal, illumination, RRFB crossings, and ITS work elements.

CONSULTANT will include ITS elements per direction from CITY staff and CITY standards. The CITY will provide standard details and specifications for the ITS system components. The CONSULTANT will design interconnect along the corridor which is future compatible to providing a fiber connection between State Avenue and 67th Avenue NE.

14.2.6. Traffic and MOT Design

Staging, Traffic Control, and Detour Plans

CONSULTANT will develop basic traffic control narrative and sequencing plan for construction of roadway, utility, and stream crossing improvements utilizing lane closures along with a full roadway closure during the fish windows to support culvert removal and installation at the Unnamed Tributary and Allen Creek crossings. Staging plans will provide a potential approach for constructing walls and installing culvert structures at each creek crossing. Detour plans will be developed for the 90% Design submittal once project phasing and timing is determined.

14.2.7. Landscaping Design

Landscape Plans and Details

CONSULTANT will develop landscaping plans based on CITY's direction and input to select appropriate plantings within the right-of-way to provide a consistent look and feel of the corridor.

Landscape plans shall include tree placement, size and species, areas where shrubs and groundcover shall be planted, stormwater facilities, slope stabilization measures and on-site environmentally sensitive restoration/mitigation, where applicable. Details and schedules for planting shall be included.

Where focused areas of planting occur, and irrigation is directed by the CITY to be provided, the CONSULTANT shall prepare a draft performance based special provision for a contractor designed and constructed system. The CONSULTANT shall identify irrigation meter location/type/size, and power source within the appropriate plan series.

14.2.8. Utility Design

Utility Plans, Profiles, and Details

Utility design shall be advanced based upon limits identified from the 30% Design for initial limits of existing utility infrastructure to be retained and existing utility infrastructure to be replaced. As part of the 30% Design, a utility corridor plan was developed to identify potential utility conflict locations.

CONSULTANT will develop a potholing program to verify existing utility location, depth and size. Critical pothole locations will be determined during the design phase and coordinated with the various utility owners. Documentation will consist of pothole locations shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. It is assumed that the City and franchise utilities will perform the potholing of utilities and provide detailed size, type and location information to the CONSULTANT. The CONSULTANT will perform a field survey location check of the pothole locations. A maximum of 20 pothole locations is included in this scope of work.

Potholing will be performed at the start of 60% Design efforts. Utility information either gathered from pothole data or from utility as-built plans will be 3D modeled and used to identify conflict locations as well as shown in the drainage and retaining wall profiles. Utility data and any franchise utility relocations will be incorporated into the 60% plans and profiles. All utility design work will be done by the affected utility owners.

Franchise Utilities Coordination

CONSULTANT will coordinate with affected utilities to identify type, size and location of future utilities. CONSULTANT will work with the Franchises to locate their proposed facilities but will not design their work. Franchise Utility design will be completed by the Franchises.

Assumption(s):

- CONSULTANT's franchise utilities coordination efforts will include up to 3 Joint Franchise Utilities Coordination Meetings, each lasting a maximum of 2 hours; and phone / email correspondence with individual utilities (total maximum of 16 hours). The Joint Franchise Utilities Coordination Meetings will be held at Marysville Public Works and scheduled / organized by the CITY.
- Non-CITY Utilities may include:
 - Puget Sound Energy – Natural Gas Main
 - Snohomish PUD – Transmission and Distribution Power
 - Comcast – Cable TV / Fiber Optics
 - Century Link – Telephone Communications/Fiber Optic
 - Frontier – Telephone Communications/Fiber Optic
- CITY Utilities include:
 - Water Main
 - Sanitary Sewer
 - Storm Water (See Stormwater Design)
 - Traffic and Illumination Conduit / Fiber (See Traffic Design)

14.3. 60% Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions. The CITY's boilerplate up front and division 1 specifications will be supplied in a Microsoft Word format. CONSULTANT will be required to create a "run-list" and edit the boilerplate version by supplementing project specific information. The CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to submittal.

14.4. 60% Estimate

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. Ott- Sakai subconsultants will provide recommendations for unit costs and of estimate items. The 60% opinion of probable cost shall include contingencies for elements not yet fully defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

14.5. 60% Submittal

CONSULTANT shall provide all documents for the 60% Design PS&E submittal to the CITY electronically.

Deliverable(s):

- 60% Plans
- 60% Specifications
- 60% Engineer's Opinion of Probable Cost Estimate
- 60% Design Report Update
- Project Corridor Roll Plot

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 does not include a constructability review at the 60% Design Level.

The CONSULTANT shall provide constructability input and review of the culvert and wall construction, and proposed maintenance of traffic (MOT) plans, for the 90% Design submittal.

The Constructability Analysis and Mock Bid Exercise for the 90% Design packages will be scoped and authorized by future supplement.

Assumption(s):

- Current Project schedules to remain as assumed at beginning of contract.

Deliverable(s):

- No deliverables at 60% Design.

TASK 17. REAL ESTATE SERVICES

This Supplemental Agreement No. 1 authorizes preliminary Real Estate Services efforts for the purposes of developing a Preliminary Funding Estimate (PFE) for the CITY's use in obligating federal funding for right-of-way acquisition. A PFE is a detailed parcel-by-parcel estimate of total expected right of way acquisition costs.

The overall scope of work for Real Estate Services Design will be reviewed and modified at completion of 60% Design, once the corridor footprint is identified and property impacts can be assessed; or when funding for this task becomes available. Associated budgets for these efforts will be developed / revised and authorized by supplemental agreement(s).

17.1. Preliminary Funding Estimate – Right of Way

The CONSULTANT will manage the appraisal process for up to eighty (80) properties. As part of the appraisal process, HDR's appraiser shall complete a PFE. HDR's appraiser shall meet all requirements set forth in 49 CFR 24.103. HDR will perform the following work:

1. Prepare one (1) PFE including spreadsheet and worksheets.
2. Assemble all needed appraisal data and appraisal scope for each assigned parcel.
3. Manage delivery of appraisal services.

City Responsibilities:

- Review and approve the PFE.

Assumption(s):

- CITY shall provide all information to HDR that is required to complete the assignment.
- It is anticipated there will be a total of one hundred sixty (160) parcel valuations impacting eighty (80) properties.
- All valuation services will be performed by a WSDOT certified independent appraiser to WSDOT LAG manual standards.
- Comparable sales will be researched for four land use types: commercial, SFR, multifamily, industrial.
- The estimated delivery schedule for the PFE is 45 days following Notice to Proceed (NTP).

6. NTP for the appraiser will be the date sufficient right of way plans or exhibits are provided with title reports.

Deliverable(s):

- PFE, PFE spreadsheet, and worksheets

TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 does not include additional CONSULTANT efforts to assist the CITY with obtaining potential grant funding.

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

B
Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$217,199.55	\$270,670.51	\$487,870.06
Overhead (Including Payroll Additives)	\$340,634.05	\$422,218.92	\$762,852.97
Direct Non-Salary Costs	\$376,172.18	\$225,789.00	\$601,961.18
Fixed Fee	\$65,159.85	\$81,201.14	\$146,360.99
Total	\$999,165.63	\$999,879.57	\$1,999,045.20

Exhibit B

		Parish, Monique A.	Parish, Paul A.	Savard, Cory Lee	Fin, Marianne C.	Johnson, Lawrence S.	Magee, Brian G.	McDonald, Kenneth J.	Wilson, Charles C.	Frye, Jeffrey L.	Andrews, Michael L.	Vo, Joseph T.	Noyes, Tony	Kiefer, Larry D.	Kulms, David W.	French, Cameron C.	Bryan, Rachael Michelle	Johnson, Ty M.	Starling, Jonathan M.	Applegate, David W.	Stanley, Jason	Griffin, Michael C.	Palmer, Beth C.	Davis, Grace
13	Task 13.0 Framework & Design Planning & Administration																							
13.1	13.1.1 Organize Kick-off Meeting																							
13.2	13.2.1 NEPA/SEA/Planning Stakeholder Mgt. & Coordination																							
13.3	13.3.1 Wetlands, Streams, Fish, Wildlife & Habitat Baseline																							
13.4	13.4.1 Wetland & Stream Delineation Report																							
13.5	13.5.1 Cultural Resource Assessment																							
13.6	13.6.1 ESA Impacts - Ecological Assessment																							
13.7	13.7.1 Critical Areas Report - future supplement																							
13.8	13.8.1 Noise Assessment re: FHWA & WSDOT																							
13.9	13.9.1 Air Quality Assessment re: FHWA & WSDOT - DELETED																							
13.10	13.10.1 Environmental Justice Documentation re: FHWA & WSDOT																							
13.11	13.11.1 NEPA Documentation & Approval																							
13.12	13.12.1 Hazardous Materials																							
13.13	13.13.1 SEPA Checklist - future supplement																							
13.14	13.14.1 Permit Support - future supplement																							
14	Task 14.0 Construction																							
14.1	14.1.1 60% Design	100	10			50	120		50	60	32	16	8	6	6	6	112	10					8	8
14.2	14.2.1 60% Plans						42	180																
14.2.1	14.2.1.1 General Sheets & ROW Plans (20)						42	180																
14.2.2	14.2.2.1 Roadway Design						410	524																
14.2.3	14.2.3.1 Stormwater Design						20								80	60	112	10						
14.2.4	14.2.4.1 Stormwater Pollution Prevention Plan (SWPPP)																							
14.2.5	14.2.5.1 Drainage Design Report						2																	
14.2.6	14.2.6.1 Creek Crossings & Structural Design						8	80		24	252	208	192									4	20	176
14.2.7	14.2.7.1 Signal, Illumination & ITS Plans and Details						4																	
14.2.8	14.2.8.1 Traffic and NOT Design						4																	
14.2.9	14.2.9.1 Landscaping Design																							
14.3	14.3.1 60% Specifications	8					42														60	92		
14.4	14.4.1 60% Estimate	16					60			4	12	12			20		4	8			18	24		24
14.5	14.5.1 60% Submittal	6					20	20			16	24			12		16	2			4	24		12
14.6	14.6.1 60% Submittal	4					2			6					4		6							
15	Task 15.0 Construction Administration																							
15.1	15.1.1 Construction Administration																							
15.2	15.2.1 Construction Administration																							
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15.65	15.65.1 Construction Administration																							

HR

Direct Salary Cost	\$	263,747.14
Overhead Cost @ 155.99%	\$	411,419.16
Fixed Fee (DSC only) @ 30%	\$	79,124.14
Total Labor	\$	754,290.44

EXPENSES

Exhibit B

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

		Airport Parking/day	HDR Owned Vehicle Mileage/mile	Tolls	Office Supplies-Misc.	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Copies/Page 11x17 B&W	Copies/Page 11x17 Color	CD - 1st CD \$20, each add. Copy \$10	Express Mail	Total ODC
		Travel	Travel	Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	
OTHER DIRECT COSTS		Each	Each	Each	Each	Each	Each	Each	Each	Each	Each	
Unit Cost		\$20.00	\$0.75	\$5.00	\$25.00	\$0.05	\$0.45	\$0.09	\$0.90	\$20.00	\$25.00	
1	Task 1 - Project Management & Administration											
	Quantity	26	1950	26	20	500	250	500	100	0	0	
	Task Total	\$520.00	\$1,462.50	\$130.00	\$500.00	\$25.00	\$112.50	\$45.00	\$90.00	\$0.00	\$0.00	\$2,885.00
2	Task 2 - Client Communications & Coordination											
	Quantity	0	1200	0	0	200	200	100	100	0	0	
	Task Total	\$0.00	\$900.00	\$0.00	\$0.00	\$10.00	\$90.00	\$9.00	\$90.00	\$0.00	\$0.00	\$1,099.00
3	Task 3 - Quality Assurance / Quality Control											
	Quantity	0	0	0	0	100	0	1500	500	0	0	
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$135.00	\$450.00	\$0.00	\$0.00	\$590.00
7	Task 7 - Watermain & Sanitary Sewer											
	Quantity	0	500	0	0	250	100	200	0	0	0	
	Task Total	\$0.00	\$375.00	\$0.00	\$0.00	\$12.50	\$45.00	\$18.00	\$0.00	\$0.00	\$0.00	\$450.50
10	Task 10 - Design Report											
	Quantity	0	0	0	0	200	100	50	50	0	0	
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$45.00	\$4.50	\$45.00	\$0.00	\$0.00	\$104.50
13	Task 13 - Environmental Documentation & Permitting											
	Quantity	0	1200	0	0	500	500	200	200	0	0	
	Task Total	\$0.00	\$900.00	\$0.00	\$0.00	\$25.00	\$225.00	\$18.00	\$180.00	\$0.00	\$0.00	\$1,348.00
14	Task 14 - 60% Design											
	Quantity	0	1150	0	20	1000	500	4500	500	5	5	
	Task Total	\$0.00	\$862.50	\$0.00	\$500.00	\$50.00	\$225.00	\$405.00	\$450.00	\$100.00	\$125.00	\$2,717.50
17	Task 17 - Real Estate Services											
	Quantity	0	400	0	0	700	250	100	50	0	0	
	Task Total	\$0.00	\$300.00	\$0.00	\$0.00	\$35.00	\$112.50	\$9.00	\$45.00	\$0.00	\$0.00	\$501.50
Total ODC		\$ 520.00	\$ 4,800.00	\$ 130.00	\$ 1,000.00	\$ 172.50	\$ 855.00	\$ 643.50	\$ 1,350.00	\$ 100.00	\$ 125.00	\$ 9,696.00

Exhibit B

SUBCONSULTANTS

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

		1-Alliance Geomatics	HWA Geosciences	Tierra ROW Services	Appraisal Group of the NW	Total Subconsultants
SUBCONSULTANTS						
5	Task 5 - Survey & Mapping					
	Task Total	\$29,947.00	\$0.00	\$0.00	\$0.00	\$29,947.00
6	Task 6 - Geotechnical Engineering					
	Task Total	\$0.00	\$91,089.00	\$0.00	\$0.00	\$91,089.00
13	Task 13 - Environmental Documentation & Permitting					
	Task Total	\$0.00	\$0.00	\$15,057.00	\$0.00	\$15,057.00
17	Task 17 - Real Estate Services					
	Task Total	\$0.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00
Total Subconsultants		\$ 29,947.00	\$ 91,089.00	\$ 15,057.00	\$ 80,000.00	\$ 216,093.00

Exhibit B

FEE ESTIMATE

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants
1	Task 1 - Project Management & Administration	\$ 43,850.44	\$ 1,151.07	\$ 2,885.00	\$ -
2	Task 2 - Client Communications & Coordination	\$ 36,349.92	\$ 954.19	\$ 1,099.00	\$ -
3	Task 3 - Quality Assurance / Quality Control	\$ 24,222.74	\$ 635.85	\$ 590.00	\$ -
4	Task 4 - Data Collection / Review Information	\$ 3,049.08	\$ 80.04	\$ -	\$ -
5	Task 5 - Survey & Mapping	\$ 2,388.36	\$ 62.69	\$ -	\$ 29,947.00
6	Task 6 - Geotechnical Engineering	\$ 5,101.74	\$ 133.92	\$ -	\$ 91,089.00
7	Task 7 - Watermain & Sanitary Sewer	\$ 29,198.46	\$ 766.46	\$ 450.50	\$ -
8	Task 8 - Traffic Analysis	\$ -	\$ -	\$ -	\$ -
9	Task 9 - Preliminary Design	\$ -	\$ -	\$ -	\$ -
10	Task 10 - Design Report	\$ 28,088.52	\$ 737.32	\$ 104.50	\$ -
11	Task 11 - 30% Design	\$ -	\$ -	\$ -	\$ -
12	Task 12 - Value Engineering Study	\$ -	\$ -	\$ -	\$ -
13	Task 13 - Environmental Documentation & Permitting	\$ 16,183.06	\$ 424.81	\$ 1,348.00	\$ 15,057.00
14	Task 14 - 60% Design	\$ 560,898.24	\$ 14,723.58	\$ 2,717.50	\$ -
15	Task 15 - Final Design Packages - Segment Design	\$ -	\$ -	\$ -	\$ -
16	Task 16 - Constructability Analysis & Mock Bid	\$ -	\$ -	\$ -	\$ -
17	Task 17 - Real Estate Services	\$ 4,959.88	\$ 130.20	\$ 501.50	\$ 80,000.00
18	Task 18 - Funding Support	\$ -	\$ -	\$ -	\$ -
19	Task 19 Bidding Phase Assistance	\$ -	\$ -	\$ -	\$ -
20	Task 20 - Public Involvement	\$ -	\$ -	\$ -	\$ -

Total From Spreadsheet	Total For Proposal
\$ 47,886.51	
\$ 38,403.11	
\$ 25,448.59	
\$ 3,129.12	
\$ 32,398.05	
\$ 96,324.66	
\$ 30,415.42	
\$ -	
\$ -	
\$ 28,930.34	
\$ -	
\$ -	
\$ 33,012.87	
\$ 578,339.32	
\$ -	
\$ -	
\$ 85,591.58	
\$ -	
\$ -	
\$ -	
\$ 999,879.57	\$ -



**Washington State
Department of Transportation**

Supplemental Agreement Number 2		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 98005	
Original Agreement Number		Phone: (425)450-6200	
Project Number 10116407	Execution Date	Completion Date 03/31/2022	
Project Title 88th Street NE Corridor Improvement Project		New Maximum Amount Payable N/A	
Description of Work Extend completion date of existing contract for design, right-of-way, and permitting services from 9/30/2021 to 03/31/2022.			

The Local Agency of Marysville, WA
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/15/2018 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 03/31/2022.

III

Section V, PAYMENT, shall be amended as follows:
N/A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Paul A. Ferrier

Consultant Signature

By: _____

Approving Authority Signature

01/25/22

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Total
Direct Salary Cost	\$217,199.55	\$270,670.51	\$0.00	\$487,870.06
Overhead (Including Payroll Additives)	\$340,634.05	\$422,218.92	\$0.00	\$762,852.97
Direct Non-Salary Costs	\$376,172.18	\$225,789.00	\$0.00	\$601,961.18
Fixed Fee	\$65,159.85	\$81,201.14	\$0.00	\$146,360.99
Total	\$999,165.63	\$999,879.57	\$0.00	\$1,999,045.20



**Washington State
Department of Transportation**

Supplemental Agreement Number 3		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 98005	
Original Agreement Number		Phone: (425)450-6200	
Project Number R1101	Execution Date 05/15/2018	Completion Date 12/31/2023	
Project Title 88th Street NE Corridor Improvement Project	New Maximum Amount Payable N/A		
Description of Work Extend completion date of existing contract for design, right-of-way, and permitting services from 03/31/2022 to 12/31/2023.			

The Local Agency of Marysville, WA
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/15/2018 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 12/31/2023.

III

Section V, PAYMENT, shall be amended as follows:
N/A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Rob Berman

Consultant Signature

By:

Jon Nehring

Approving Authority Signature

3/9/22
Date

DUPLICATE

Approved as to form

Jon Walker, City Attorney

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Total
Direct Salary Cost	\$ 217,199.55	\$ 270,670.51	\$ -	\$ -	\$ 487,870.06
Overhead (Including Payroll Additives)	\$ 340,634.05	\$ 422,218.92	\$ -	\$ -	\$ 762,852.97
Direct Non-Salary Costs	\$ 376,172.18	\$ 225,789.00	\$ -	\$ -	\$ 601,961.18
Fixed Fee	\$ 65,159.85	\$ 81,201.14	\$ -	\$ -	\$ 146,360.99
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 1,999,045.20



**Washington State
Department of Transportation**

Supplemental Agreement Number #4		Organization and Address 929 108th Ave. NE, Suite 1300 Bellevue, WA 982005	
Original Agreement Number		Phone: (425)450-6200	
Project Number R1101	Execution Date	Completion Date 12/31/2024	
Project Title 88th ST NE Corridor Improvement Project	New Maximum Amount Payable \$2,196,436.53		
Description of Work Right-of-Way Support and Coordination Services.			

The Local Agency of Marysville, WA
desires to supplement the agreement entered in to with HDR Engineering, Inc.
and executed on 05/18/2018 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached scope exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: Time of completion is extended to 12/31/2024.

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: Rob Berman, Sr. Vice President

Consultant Signature

By: Jon Nehring, Mayor

Approving Authority Signature

2/12/23

Date

Exhibit A						
Summary of Payments						
	Basic Agreement	Supplement #1	Supplement #2 (Time Extension)	Supplement #3 (Time Extension)	Supplement #4	Total
Direct Salary Cost	\$ 217,199.55	\$ 270,670.51	\$ -	\$ -	\$ 12,713.08	\$ 500,583.14
Overhead (Including Payroll Additives)	\$ 340,634.05	\$ 422,218.92	\$ -	\$ -	\$ 19,706.54	\$ 782,559.51
Direct Non-Salary Costs	\$ 376,172.18	\$ 225,789.00	\$ -	\$ -	\$ 161,157.79	\$ 763,118.97
Fixed Fee	\$ 65,159.85	\$ 81,201.14	\$ -	\$ -	\$ 3,813.92	\$ 150,174.91
Total	\$ 999,165.63	\$ 999,879.57	\$ -	\$ -	\$ 197,391.33	\$ 2,196,436.53

EXHIBIT A-1

FEE ESTIMATE

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants
1	Project Management & Administration	\$45,679.47	\$913.59	\$50.00	\$0.00
2	Client Communications & Coordination	\$25,915.44	\$518.31	\$25.00	\$0.00
3	Quality Assurance / Quality Control	\$12,358.72	\$247.17	\$0.00	\$0.00
4	Data Collection / Review Information	\$0.00	\$0.00	\$0.00	\$0.00
5	Survey & Mapping	\$41,838.64	\$836.77	\$70.00	\$232,066.00
6	Geotechnical Engineering	\$0.00	\$0.00	\$0.00	\$0.00
7	Watermain & Sanitary Sewer	\$0.00	\$0.00	\$0.00	\$0.00
8	Traffic Analysis	\$0.00	\$0.00	\$0.00	\$0.00
9	Preliminary Design	\$0.00	\$0.00	\$0.00	\$0.00
10	Design Report	\$0.00	\$0.00	\$0.00	\$0.00
11	30% Design	\$0.00	\$0.00	\$0.00	\$0.00
12	Value Engineering Study	\$0.00	\$0.00	\$0.00	\$0.00
13	Environmental Documentation & Permitting	\$0.00	\$0.00	\$0.00	\$0.00
14	60% Design	\$7,377.24	\$147.54	\$475.00	\$0.00
15	Final Design Packages - Segment Design	\$0.00	\$0.00	\$0.00	\$0.00
16	Constructability Analysis & Mock Bid	\$0.00	\$0.00	\$0.00	\$0.00
17	Real Estate Services	\$9,967.68	\$199.35	\$0.00	\$0.00
18	Funding Support	\$0.00	\$0.00	\$0.00	\$0.00
19	Bidding Phase Assistance	\$0.00	\$0.00	\$0.00	\$0.00
20	Public Involvement	\$0.00	\$0.00	\$0.00	\$0.00
		\$143,137.19	\$2,862.73	\$620.00	\$232,066.00

Total For Proposal	Proposed Budget Reallocation (portion of remaining unused fee to cover Supplement 4)	Total Revised Proposal
\$46,643.06	\$32,768.70	\$13,874.36
\$26,458.75	\$15,423.08	\$11,035.67
\$12,605.89	\$12,358.72	\$247.17
\$0.00		\$0.00
\$274,811.41	\$113,366.85	\$161,444.56
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$7,999.78	\$7,377.24	\$622.54
\$0.00		\$0.00
\$0.00		\$0.00
\$10,167.03	\$0.00	\$10,167.03
\$0.00		\$0.00
\$0.00		\$0.00
\$0.00		\$0.00
\$378,685.92	\$181,294.59	\$197,391.33

EXHIBIT A-1

88th Street NE Corridor Improvement Project

(State Avenue to 67th Avenue NE)

SUPPLEMENTAL AGREEMENT NO. 4

Scope of Services for Right-of-Way Support & Coordination Services

February 2023

City of Marysville

Prepared by:



HDR

2707 Colby Avenue, Suite 715

Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**.

This Supplemental Agreement No. 4 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Provide professional engineering and real estate coordination services in support of the acquisition of necessary rights-of-way and easements being performed by the CITY and its Right-of-Way Consultant. Limits of these coordination and support efforts are restricted to Segment 1 of the Project, defined as State Avenue to 55th Avenue NE.
- Prepare necessary legal descriptions and legal exhibits.
- Prepare updates to Right-of-Way Plans and Details.
- Provide design engineering input to right-of-way negotiations, when requested.

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot-high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The

existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired, and utility facilities will be relocated.

The Original Agreement and Supplemental Agreement Nos. 1, 2 and 3 authorized design efforts to the 60% Design Level. This Supplemental Agreement No. 4 will authorize Right-of-Way Support and Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.

Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing currently has determined that construction of the corridor will be completed in multiple packages (segments). The Consultant Agreement, including Supplemental Agreement Nos. 1, 2 and 3, outlines and provides for the authorization of consultant services through the preparation of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

The overall scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition support services, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

Data collection, preliminary design, environmental permitting, 30% Design, and 60% Design have been accomplished for the entire corridor. **This supplemental scope of work will authorize Real Estate Support & Coordination Services to assist the CITY and its Right-of-Way Consultant in the acquisition of necessary rights-of-way and easements from parcels abutting the corridor.**

The time of performance for this supplemental scope and budget estimate authorization is until December 2024.

Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 4:

Right-of-Way support & coordination February 2023 – October 2024

Project Assumptions

General Assumptions

The General Assumptions remain unchanged except as noted below.

- The CONSULTANT will provide support and engineering coordination services to the CITY within the limitations outlined in this scope of services and estimated level of effort (budget).
- The CITY shall be responsible for the management and administration of the right-of-way (ROW) process; management of the valuation process; preparation of property valuations including appraisals, review appraisals, and administrative offer summaries; acquisition and negotiation services; relocation services; and WSDOT ROW Certification coordination.

Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services, except as noted below.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the duration of the right-of-way acquisition support & coordination efforts, and extension of the term of the Consultant Agreement until 12/31/2024.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$32,768.70 in remaining funds from other underrun Tasks are transferred to Task 1 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; manage the project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, will include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (Project Guide) to include the additional work efforts described in this supplement. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional monthly Project Team Coordination Meetings with key CONSULTANT team leadership members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project manager shall also attend these meetings as requested.

Assumptions:

- The Supplemental Agreement No. 4 project schedule will be updated and will extend through DEC 2024 to reflect the estimated time to acquire right-of-way and easements and submit the documentation necessary for WSDOT certification.
- An estimated additional 24 monthly project team leadership coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.

- Project Team Meetings will be 30 minutes in duration, held virtually, and attended by the Project Manager, Design Manager, RES Discipline Lead, and Subconsultant, as required.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

- This Supplemental Agreement No. 4 makes no changes to this Task. All previously authorized work for this Task has been completed.

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Meetings attended.
- Problems/issues encountered, and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an estimated **Earned Value** figure within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Changes: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports (24)

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this Supplemental Agreement No. 4 without prior written permission of the CITY. Additional SUBCONSULTANT assistance will be required for obtaining additional topographical and property survey information, preparation of legal descriptions,

development of legal exhibits necessary for the right-of-way acquisition efforts; and supplemental survey and field delineation of proposed acquisition and easement areas to assist the negotiation efforts.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

The CONSULTANT shall attend a Kick-off Meeting to initiate the real estate services and support efforts. The meeting shall be organized and facilitated by the CITY and provide information regarding the scope of work, assumptions, and schedule for acquiring the necessary rights-of-way and easements. The Kick-off Meeting shall be attended by all members of the Project Team engaged in the Real Estate Services efforts including, the CONSULTANT Project Manager, Design Manager, Survey Manager, Real Estate Services Manager; CITY Project Manager and Real Estate Acquisition Manager; and CITY's Right-of-Way Consultant Team.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the additional work of this Supplement.

1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 4 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will attend Bi-Monthly Client Coordination Meetings with the CITY and the CITY's Right-of-Way Consultant. In addition, the CONSULTANT will respond to CITY questions and requests for available information in support of the right-of-way acquisition activities,

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$15,423.08 in remaining funds from other underrun Tasks are transferred to Task 2 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

CITY Responsibilities:

- Arrange for meeting facilities at the CITY Public Works Department Offices or via virtual media, for Bi-Monthly Client Coordination Meetings.
- Attend and participate in the Bi-Monthly Client Coordination Meetings.
- Require the CITY's Right-of-Way Consultant to prepare for and attend the Bi-Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 12 additional (bi-monthly) Client Coordination Meetings included in this supplement, held either virtually or at the CITY Public Works Department Offices.
- Monthly Client Coordination Meetings are assumed to be 1-hour in duration with a maximum of 1 hour of Project Manager and RES Manager (each) preparation time.
- CONSULTANT participation will include the Project Manager, and the Real Estate Services Manager.

Deliverable(s):

- There are no CONSULTANT deliverables associated with this task.

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$12,358.72 in remaining funds from other underrun Tasks are transferred to Task 3 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

The CONSULTANT will conduct a Quality Control Review on the following documents, prior to submittal, in accordance with the Project Management Plan:

- Parcel legal descriptions and parcel exhibits;
- Right-of-way Plans.

The CONSULTANT shall also conduct periodic Quality Assurance Reviews of the quality control process and documentation. SUBCONSULTANTS will conduct Quality Control Reviews on their individual elements of work and work products.

Deliverable(s):

- There are no formal deliverables for this task.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

There are no changes to this Task included in this Supplemental Agreement No. 4. Requests and collection of additional data is included in other tasks.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$13,585.54 in remaining funds from this Task 4 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 5. SURVEY AND MAPPING

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$41,838.64 in remaining funds from other underrun Tasks are transferred to Task 5 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process. This Supplemental Agreement No. 4 authorizes additional supplemental survey efforts, development of legal descriptions, and preparation of legal exhibits, as necessary, in support of the Real Estate Support & Coordination Services efforts for Segment 1 (State Avenue to 55th Avenue NE) of the corridor.

5.1. Research and Existing Data Compilation

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.2. Survey and Construction Geodetic and Cadastral Control

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.3. Field Surveying and Base Mapping

This Supplemental Agreement No. 4 makes no changes to this sub-task.

5.4. Right-of-Way Parcel Easements, Exhibits, and Legal Descriptions

This task includes the development and delivery of Legal Descriptions in support of project ROW acquisition or new easement requirements, as defined in the Deliverables list below.

5.5. Right-of-Way Plans

A general layout of proposed right-of-way lines will be reviewed and updated to reflect current property ownerships and negotiated acquisitions and easements. CONSULTANT will also review a maximum of 82 updated parcel title reports, provided by the CITY.

5.6. Office Processing and Deliverable

This Supplemental Agreement No. 4 includes the necessary data processing, deliverable preparations and basemapping associated with supplemental field survey efforts.

5.7. Supplemental Surveys

It is assumed that during the right-of-way phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for right-of-way acquisition purposes. For budgeting purposes this task item has been estimated not to exceed 60-field crew hours. Any costs for performing additional survey beyond 60-field crew hours, shall be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data developed under Task 5.6.

Assumptions:

This Supplemental Agreement No. 4 makes no changes to the original assumptions, except as noted below.

- Traffic control will not be required for the additional work.
- The additional work does not include the setting of property corners or filing a Record of Survey.
- Proposed right-of-way acquisitions and temporary construction easements will be as depicted on the 60% Right-of-Way Plans previously developed.
- Deliverables are subject to one (1) round of comments by the CITY.
- No legal exhibits will be prepared or submitted.
- The CITY will provide updated Title Reports to the CONSULTANT.

Deliverable(s):

- Supplemental survey and corresponding Base Map updates.
- Legal descriptions for up to 82 parcels; 57 acquisitions and 82 easements.
- Updated right-of-way basemapping identified from Supplemental Surveys.

TASK 6. GEOTECHNICAL ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$719.32 in remaining HDR and \$34,785.43 in Subconsultant funds from this Task 6 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$11,414.96 in remaining funds from other underrun Tasks are transferred to Task 7 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$10,316.32 in remaining funds from other underrun Tasks are transferred to Task 8 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$39,037.92 in remaining funds from this Task 9 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 10. DESIGN REPORT

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$17,528.45 in remaining funds from this Task 10 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4

TASK 11. 30% DESIGN

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$45,468.74 in remaining funds from this Task 11 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

This Supplemental Agreement No. 4 makes no changes to this Task.

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$12,185.39 in remaining funds from other underrun Tasks are transferred to Task 13 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$0.78 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

TASK 14. 60% DESIGN

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$22,792.054 in remaining funds from this Task 14 are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

14.1. 60% Design

The CITY's Right-of-Way acquisition efforts, along Corridor Segment 1 (State Avenue to 55th Avenue NE), may require minor design checks and reviews and development of design alternatives for use in negotiating with adjacent property owners. The CONSULTANT shall provide the necessary design services in support of the CITY's right-of-way work up to a maximum of 40 labor hours of effort. Should additional effort be required, that work effort shall be authorized by the CITY in the form of a supplemental agreement.

Assumption(s):

- The overall level of effort and fee estimate for this task is unknown and subject to the needs of the right-of-way acquisition efforts and property owner negotiations. For the purpose of establishing a level of effort, this Supplemental Agreement No. 4 authorizes up to 40 labor hours of design effort.

Deliverable(s):

- Responses to CITY requests for information.
- Updated Right-of-Way plans to address circumstances arising from right-of-way negotiations and CITY/property owner agreements.
- Updated designs and revisions to the 60% plans as a result of right-of-way negotiations and CITY/property owner agreements.

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this task.

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 17. REAL ESTATE SERVICES

Transfer of funds. All previously authorized work for this Task has been completed. With this supplement, \$40,329.92 in remaining funds from other underrun Tasks are transferred to Task 17 to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4. In addition, \$36,742.00 in remaining Subconsultant funds are transferred to other Tasks to re-balance the overall project budget and offset a portion of the additional costs of Supplemental Agreement #4.

This Supplemental Agreement No. 4 details the necessary effort required to provide requested input and coordination to the CITY in its completion of right-of way acquisition along Segment 1 (State Avenue to 55th Avenue NE) of the corridor. These efforts may include the update of the Preliminary Right-of-Way Estimate, input to and coordination with the CITY and its Right-of-Way Consultant with regard to preliminary right-of-way efforts previously completed. It is anticipated that these services will be completed within a period of 24 months.

17.1 Right-of-Way Support & Coordination

CONSULTANT will provide general ongoing coordination and support to the CITY in the CITY's efforts to acquire the necessary right-of-way and easements along Segment 1 of the corridor.

CITY Responsibilities:

- Provide CONSULTANT with available project information such as, but not limited to, the CITY's State approved ROW procedures, approved environmental documentation, and any pre-approved CITY ROW forms, including legal documents as may be needed by the CONSULTANT in order to provide the CITY-requested assistance.
- Allow a reasonable and sufficient timeframe for CONSULTANT responses to requests for assistance and support.

Assumptions:

- Right-of-Way Support and coordination efforts are limited to a maximum of 40 hours. If the CITY requires efforts beyond this maximum, it shall authorize, in writing, for the CONSULTANT to provide additional services. All meetings are anticipated to be held by virtual capacity (if needed).
- Up to one (1) CONSULTANT RES staff will attend meetings. Meetings are assumed to be 1 hour in duration. Staff time commitment per meeting is estimated at 1 hour, per staff.

Deliverables:

- Responses to CITY requests for information

TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured, and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

This Supplemental Agreement No. 4 makes no changes to this Task.

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

This Supplemental Agreement No. 4 makes no changes to this Task.


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>05</u>		Organization and Address HDR Engineering, Inc. 929 108th Ave. NE, Suite 1300 Bellevue, WA 98005 Phone: <u>425-450-6200</u>	
Original Agreement Number			
Project Number <u>R1101</u>	Execution Date	Completion Date <u>12/31/2025</u>	
Project Title <u>88th ST NE Corridor Improvement Project</u>	New Maximum Amount Payable <u>N/A</u>		
Description of Work <u>Extend completion date for design, permitting, and right-of-way services contract from 12/31/2024 to 12/31/2025.</u>			

The Local Agency of Marysville, WA

desires to supplement the agreement entered in to with HDR Engineering, Inc.

and executed on May 18, 2018 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

N/A

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Extend completion date to 12/31/2025.

III

Section V, PAYMENT, shall be amended as follows:

N/A

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Olivia Williams, Vice President

Consultant Signature

By: Jon Nehring

Mayor

DocuSigned by:

Approving Authority Signature

12/16/2024

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: Steven Miller, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT: Amendment No. 3 to the Grant Agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project (DSTP) Phase 1

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 3 to the grant agreement WQC-2018-MaryPW-00094 with the Department of Ecology for the Downtown Stormwater Treatment Project - Phase 1.

SUMMARY: In 2018, Council approved an agreement with Ecology to provide funding for the Downtown Stormwater Treatment project (DSTP) for a total eligible cost of \$6,666,666.67. To allow for an additional Ecology grant to be awarded in the amount of \$3,516,526.67, the project was later split into (2) phases to correspond to separate Ecology funding sources. As each phase billed construction separately to the respective grants, not all the construction phase funds under the original grant were able to be billed. As a result, this amendment is needed to revise the total eligible cost to correspond to the amount for Phase 1 that was able to be billed. The difference in total eligible cost for Phase 1 is \$891,999.79, therefore lowering the revised total eligible cost to \$5,774,666.68.

ATTACHMENTS:

[WQC-2018-MaryPW-00094_Amendment3.pdf](#)

[WQC-2018-MaryPW-00094 Original and Amendments 1 and 2.pdf](#)



AMENDMENT NO. 3
TO AGREEMENT NO. WQC-2018-MaryPW-00094
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Marysville

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the Downtown Stormwater Treatment Design and Construction (PROJECT).

This amendment is needed to close out the AGREEMENT and to deobligate \$668,999.84 of unspent funds (ECOLOGY share) from the Stormwater Financial Assistance Program (SFAP). All required deliverables were completed under the timeline of the grant AGREEMENT. The Total Eligible Cost is reduced by \$891,999.79 from \$6,666,666.67 to \$5,774,666.88. This amendment does not impact the Scope of Work other than the task costs.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 6,900,000.00 Amended: 6,004,047.88

Total Eligible Cost:

Original: 6,666,666.67 Amended: 5,774,666.88

CHANGES TO THE BUDGET

Funding Distribution EG180460

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2024

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Fund: FD

Type: State

Funding Source %: 5%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18

Fund: FD
Type: State
Funding Source %: 95%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 5,429.01
Design Plans and Specs, Environmental Review	\$ 975,989.04
Construction Management	\$ 241,140.66
Construction	\$ 4,552,108.17

Total: \$ 5,774,666.88

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$5,429.01

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost:** \$975,989.04

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
 - 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
 - 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from

ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit a digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	

2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Submit one digital copy to the ECOLOGY Project Manager and upload to EAGL.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of required revisions of the Design Report to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the Design Report to ECOLOGY Engineer for review.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the 90 Percent Design Package to ECOLOGY Engineer for review.	
2.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$241,140.66

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 4

Task Cost: \$4,552,108.17

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 35 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 1,443,666.72	\$ 4,331,000.16	\$ 5,774,666.88
Total		\$ 1,443,666.72	\$ 4,331,000.16	\$ 5,774,666.88

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 01/14/2025.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Jeff Laycock
Engineering Services Director

Date

Jon Nehring

Mayor

Date

Template Approved to Form by
Attorney General's Office



Agreement No. WQC-2018-MaryPW-00094

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MARYSVILLE

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

GENERAL INFORMATION

Project Title:	Downtown Stormwater Treatment Design and Construction
Total Cost:	\$6,900,000.00
Total Eligible Cost:	\$6,666,666.67
Ecology Share:	\$5,000,000.00
Recipient Share:	\$1,666,666.67
The Effective Date of this Agreement is:	04/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2022
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina and Welco Lumber Mill, in the City of Marysville. The project will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Project Long Description:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of treatment systems at the site of the former Geddes Marina and Welco Lumber Mill, in the City of Marysville. The project site has a 140-acre contributing basin that is currently discharging untreated stormwater from the historic downtown area via a pipe system to the Snohomish River and the Ebey Slough. The RECIPIENT purchased the former Geddes Marina and Welco Lumber Mill sites for use as a park. In the park plan, space is allocated for stormwater treatment from the contributing basin.

ORIGINAL

Agreement No: WQC-2018-MaryPW-00094

Project Title: Downtown Stormwater Treatment Design and Construction

Recipient Name: City of Marysville

The Snohomish River and Ebey Slough are waterbodies with 303(d) listings for dissolved oxygen, temperature, bacteria, and pH. The Snohomish River tributaries also have a total maximum daily load (TMDL) plan for fecal coliform that requires business inspections, specific public education and outreach, pest waste stations, basin screening for illicit connections with sampling, and surface water sampling in streams.

The RECIPIENT will design and install a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina and Welco Lumber Mill. This system will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459

DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Project Manager	Jay Cooke Project Manager 80 Columbia Ave. Marysville, Washington 98270 Email: jcooke@marysvillewa.gov Phone: (360) 363-8100
Billing Contact	Suzanne Soule Financial Analyst 80 Columbia Ave. Marysville, Washington 98270 Email: ssoule@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Kari N Chennault Assistant Public Works Director 80 Columbia Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Cleo Neculae 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: cnec461@ecy.wa.gov Phone: (425) 649-7216
Financial Manager	Frances Carver PO Box 47600 Olympia, Washington 98504-7600 Email: fcar461@ecy.wa.gov Phone: (360) 407-6564
Technical Advisor	Dan Gariepy PO Box 47600 Olympia, Washington 98504-7600 Email: daga461@ecy.wa.gov Phone: (360) 407-6470

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

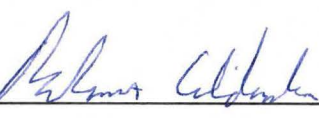
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

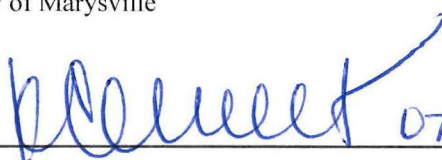
The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By:  8/1/18

By:  07/13/18

Heather R. Bartlett

Date

Kari N Chennault

Date

Water Quality

Assistant Public Works Director

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2018-MaryPW-00094

Project Title: Downtown Stormwater Treatment Design and Construction

Recipient Name: City of Marysville

Jon Nehring



Mayor



Date



Approved as to form
Jon Walker, City Attorney

SCOPE OF WORK

Task Number: 1 Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Suzanne Soule

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$901,666.67

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit a digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Recipient Task Coordinator: Jay Cooke

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Submit one digital copy to the ECOLOGY Project Manager and upload to EAGL.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of required revisions of the Design Report to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the Design Report to ECOLOGY Engineer for review.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the 90 Percent Design Package to ECOLOGY Engineer for review.	
2.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost: \$240,000.00**

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Jay Cooke

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$5,520,000.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 70 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Recipient Task Coordinator: Jay Cooke

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG180460

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

Funding Title: SFAP Funding Type: Grant
Funding Effective Date: 04/01/2018 Funding Expiration Date: 06/30/2022

Funding Source:

Title: SFAP-SFY17 (WQC-2017)
Type: State
Funding Source %: 5%
Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18
Type: State
Funding Source %: 95%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
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Recipient Name: City of Marysville

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 901,666.67
Construction Management	\$ 240,000.00
Construction	\$ 5,520,000.00

Total: \$ 6,666,666.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67
Total		\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

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Project Title: Downtown Stormwater Treatment Design and Construction

Recipient Name: City of Marysville

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased

with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA

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logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single

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audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

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Project Title: Downtown Stormwater Treatment Design and Construction

Recipient Name: City of Marysville

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager

before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

I. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this

loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing

requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide

to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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

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Recipient Name: City of Marysville

reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

REQUIREMENTS:

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: WQC-2018-MaryPW-00094

Project Title: Downtown Stormwater Treatment Design and Construction

Recipient Name: City of Marysville

completed on such documents and other materials.

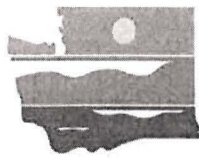
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2018-MaryPW-00094
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Marysville

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the Downtown Stormwater Treatment Design and Construction (PROJECT).

This amendment is needed to modify the short and long description and the scope of work, and to extend the expiration date of the agreement. The original project will now be divided into two phases. The amended agreement will include the design for both Phase 1 and Phase 2, and construction of Phase 1 only. ECOLOGY may amend the agreement at a future date to match the low responsive, responsible bid for construction of Phase 1.

Note: This amendment only includes the portions of the original agreement that have been changed in some way. If there were no changes, it will not be referenced in the following portion of the amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2022 Amended: 06/30/2023

Project Short Description:

Original:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina and Welco Lumber Mill, in the City of Marysville. The project will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Amended:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina, in the City of Marysville. The project will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Project Long Description:

Amended:

This project will improve water quality in the Snohomish River and the Ebey Slough through the design of two treatment systems at the site of the former Geddes Marina, in the City of Marysville. The project site has a 140-acre contributing basin that is currently discharging untreated stormwater from the historic downtown area via a pipe system to the Snohomish River and the Ebey Slough. The RECIPIENT purchased the former Geddes Marina and Welco Lumber Mill sites for use as a park. In the park plan, space is allocated for stormwater treatment from the contributing basin.

The Snohomish River and Ebey Slough are waterbodies with 303(d) listings for dissolved oxygen, temperature, bacteria, and pH. The Snohomish River tributaries also have a total maximum daily load (TMDL) plan for fecal coliform that requires business inspections, specific public education and outreach, pest waste stations, basin screening for illicit connections with sampling, and surface water sampling in streams.

The RECIPIENT will design two independent stormwater treatment systems (Phase 1 and Phase 2), and install the Phase 1 treatment system including a lift station that will convey stormwater runoff to media filter systems. The systems will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

CHANGES TO THE BUDGET

Funding Distribution EG180460

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2023

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Type: State

Funding Source %: 5%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18

Type: State
Funding Source %: 95%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 901,666.67
Construction Management	\$ 240,000.00
Construction	\$ 5,520,000.00

Total: \$ 6,666,666.67

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$5,520,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 35 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Template Version 10/30/2015

Constructed project will provide water quality benefits including reductions in Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Recipient Task Coordinator: Jay Cooke

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67
Total		\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

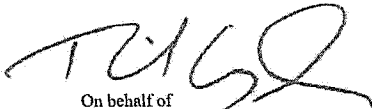
The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 10/09/2020.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By:  On behalf of 03/22/2021

Vincent McGowan, P.E. Date
Water Quality
Program Manager

By:  03/15/2021

Kari N Chennault Date
Assistant Public Works Director

Jon Nehring

 3/15/21
Mayor Date

Template Approved to Form by
Attorney General's Office



AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2018-MaryPW-00094
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Marysville

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Marysville (RECIPIENT) for the Downtown Stormwater Treatment Design and Construction (PROJECT).

This amendment is needed to extend the expiration date of the AGREEMENT from 6/30/2023 to 6/30/2024. The PROJECT experienced delays as a result of COVID-19 emergency response and conflicts with procuring materials. This one-year time extension will allow the RECIPIENT to complete construction and close out deliverables. This amendment does not impact the Award amount or Scope of Work (SOW) except for removing the Recipient Task Coordinator from the SOW.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2023 Amended: 06/30/2024

CHANGES TO THE BUDGET

Funding Distribution EG180460

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 04/01/2018

Funding Expiration Date: 06/30/2024

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Fund: FD

Type: State

Funding Source %: 5%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18

1767

Fund: FD
 Type: State
 Funding Source %: 95%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 901,666.67
Construction Management	\$ 240,000.00
Construction	\$ 5,520,000.00

Total: \$ 6,666,666.67

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Template Version 10/30/2015

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$901,666.67

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from

ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit a digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	

2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Submit one digital copy to the ECOLOGY Project Manager and upload to EAGL.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of required revisions of the Design Report to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the Design Report to ECOLOGY Engineer for review.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the 90 Percent Design Package to ECOLOGY Engineer for review.	
2.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$240,000.00

Task Title: Construction Management

Task Description:

Template Version 10/30/2015

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
 - 1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
 - 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost:** \$5,520,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 35 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67
Total		\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/05/2023.

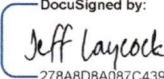
IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

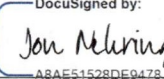
By:  9/14/2023

Vincent McGowan, P.E. Date
Water Quality
Program Manager

By:  9/14/2023

Jeff Laycock Date
Public Works Director

Jon Nehring

By:  9/13/2023

Mayor Date

Template Approved to Form by
Attorney General's Office



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Local Agency Agreement and State Funds Project Prospectus with WSDOT for the Cascade Elementary - 100th St NE (Shoultes Rd to 51st Ave NE) Safe Routes to School Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Local Agency Agreement and State Funds Project Prospectus to obligate funds for the preliminary engineering phase for the Cascade Elementary – 100 th St NE SRTS project.
SUMMARY:	The City was awarded \$783,821 in funds from the Safe Routes to School (SRTS) program for the Cascade Elementary – 100th St NE SRTS project between the intersections of 100th St NE and 48th Dr NE, and 100th St NE and 51st Ave NE. The awarded funds will be utilized for all phases of the project. Since this is a State funded project, local agency funds are administered through WSDOT and a Local Agency Agreement and State Funds Project Prospectus are required in order to obligate funds for each phase. The agreement ensures that funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding. The attached agreement and prospectus have been prepared to authorize funds for the preliminary engineering phase of the project. The work to be completed during this phase of the project will include the design of additional sidewalk and shared-use path on 100th St NE between Shoultes Rd and 51st Ave NE, channelization to include a bike lane, curb ramp improvements, speed feedback signs, and rectangular rapid flashing beacons at the intersection of 100th St NE and 48th Dr NE.

ATTACHMENTS:

[R2503_140-052_Prospectus & Backup.pdf](#)

[R2503_140-087_State LAA.pdf](#)

Local Programs Authorization Package Checklist

Agency: City of Marysville

Project Title: Cascade Elementary - 100th St NE (Shoultes RD to 51st Ave NE) SRTS

Fed Aid/State Project #: _____

	By Phase (check all that apply)			
Funding Request		PE**	RW	CN
New Phase Authorization	☐	☒	☐	☐
Phase Modification	☐	☐	☐	☐

Non-Funding Request	☐
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*PL - Planning. Used for stand-alone planning and study projects.

**PE - Preliminary Engineering. This is the full design phase of a construction project. Once PE is authorized, the construction phase must be completed, or all federal expenditures must be repaid.

Miscellaneous Items

In addition to this checklist, all Region submittals must utilize the standard Region IDC, memo, or cover letter.

If authorizing a subsequent phase on an existing project, has at least one bill for the prior phase been fully processed by Local Programs (Posted date is present in SPORT)? If not, supplement can't be processed.

Has the scope changed (description of work, limits, staging, RW needs, etc.) since previous submittal?

Agency	Region Check	HQ Check
☒	☐	☐
Y / N	Y / N	Y / N

Project Prospectus (DOT Form 140-101) - LAG Chapter 21

Are all three pages of the current form included?

Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?

Is the project description written such that the project scope is clear to an average person?

Are pages 1 and 3 signed?

If the LPE or another agency is acting as CA, enter CA agency name below and include copy of CA agreement (LOU, MOU, etc).

CA Agency: _____

Are the Latitude and Longitudes (decimal format preferred) included and correct?

Are Congressional and Legislative Districts included and correct?

Project Zip Code includes the +4?

Are estimated costs included for all phases of the project?

Are the Functional Classification and Urban/Rural designation correct?

Are the Right of Way, Utilities, and Railroad sections filled out?

Typical Sections & Vicinity Map - LAG Chapter 21

When necessary, are the Vicinity Map(s) and Roadway Section(s) included?

Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?

Are the project limits clearly marked on the map?

Does the section include all elements, with dimensions, of the roadway prism?

Are section changes, if applicable, throughout the project limits noted/displayed?

STIP/Funding Documentation - LAG Chapter 12

Is the currently approved STIP page included?

Does STIP information (termini, description, etc.) match the LAA and Prospectus?

Is the phase being authorized (or a later phase) programmed in the STIP?

Is funding from all requested programs shown in the STIP?

Are the requested funds supported by the STIP?

If funded through a HQ managed program (ex. Bridge, HSIP), is the award letter included when these funds are **first** obligated?

If funded through a HQ managed program, does the submitted scope match the project summary scope?

Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22

Is at least one LAA or LAA supplement, with an original signature, included?

Current form used? (check revision date at bottom left)

All pages of Agreement included?

Are the Agency information, Project #, LAA #, Supplement #, and date of original agreement execution correct?

Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?

☒	☐	☐
☐	☐	☐
☒	☐	☐

Local Programs Authorization Package Checklist

	Agency	Region	HQ
Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22 [CONT.]	☒	☐	☐
Is the reason for supplement accurate and up to date?			
Is the Project Agreement End Date (month, day, and year) included? Does it follow LAG guidance?			
When not authorizing a new phase, is the end date the same as shown on the previous agreement?			
If not, is adequate justification (see LAG 22.3) included to support changing the end date?			
Is the Advertisement Date (month, day, and year) included? Is it within 6 weeks of estimated CN authorization?			
If the ICR box is checked 'Yes', is the agency's current approved/self-certified rate documentation provided? It must clearly show a single rate to be used, the imeframe it covers, and the actual signature of approval/self-certification.			
If corrections made, are they initialed? If made by WSDOT is permission from Agency provided?			
Are all federal aid participation ratios being used listed?			
If de-obligating funds on any line, does it reduce obligation below expenditures?			
Are amounts calculated correctly and shown in the correct columns?			
Documented Cost Estimate - LAG 22.4 and Appendix 22.56	☒	☐	☐
Is a Documented Cost Estimate included for each phase requesting/changing funds?			
Are total dollars on the LAA supported by the phase estimates?			
Does the estimate sufficiently demonstrate how the costs were determined?			
Right of Way - LAG Chapter 25	☐	☐	☐
If authorizing RW, is a true cost estimate summary sheet included?			
Does the true cost estimate summary sheet support RW amounts shown on the LAA?			
If authorizing RW and Relocation is required, is the signature page of the approved Relocation Plan included?			
If authorizing CN, is the Local Programs approved RW Certification included?			
If RW acquired under the Government Acquisitions Provision, is approval documentation included?			
Environmental Documentation/Approval (NEPA) - LAG Chapter 24	☐	☐	☐
Is an approved NEPA package (at least signature page) included?			
Does the description of work match the Prospectus/LAA/STIP?			
Is the footprint of the project within the limits of the NEPA approval?			
Do the NEPA-CE Part 3 RW responses agree with the STIP and Prospectus?			
Is the approval date within the last 3 years?			
If approval is older than 3 years, has the approval been re-evaluated by the environmental engineer?			
DBE Goals (LAG Chapter 26) - Tied Bid (LAG Chapter 44) - Local Forces (LAG Chapter 61)	☐	☐	☐
If authorizing construction, is the DBE goal letter/e-mail included, or are the goals in SPORT?			
If construction includes a tied bid project, is the approved PIF included or noted in SPORT?			
If construction by Local Forces, is the approved PIF included or noted in SPORT?			

PROJECT NOTES (Provide additional information or explanation as necessary)

Local Programs Authorization Package Checklist



State Funds Project Prospectus

Project Number		Date	2/21/2025
Local Agency Project Number	R2503	Statewide Vendor Number	SWV0000432

Agency City of Marysville					
Project Title Cascade Elementary - 100th St NE SRTS		Start Latitude N 48.085789 End Latitude N 48.085761		Start Longitude W -122.166019 End Longitude W -122.162236	
Project Termini From Intersection of 100th St NE and 48th Dr NE		Nearest City Name Marysville			Project Zip Code (+4) 98270
Project Termini To Intersection of 100th St NE and 51st Ave NE		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.18 miles	WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 89,440	\$ 8,350	\$ 81,090	March	2025
R/W	\$ 170,480	\$ 0	\$ 170,480	September	2025
Const.	\$ 532,251	\$ 0	\$ 532,251	May	2026
Total	\$ 792,171	\$ 8,350	\$ 783,821		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 24	Number of Lanes 2
---------------------	----------------------

Existing conditions - 2 lanes with 24-foot curb to curb width

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

On 100th St NE between Shoultes Road and 51st Ave NE- Install sidewalk, shared-use path, bike lane, and speed feedback signs.
At intersection of 100th St NE and 48th Dr NE - Install RRFBs, remove all-way stop, and improve NE corner ADA ramp.

Local Agency Contact Person Sam Adlington		Title Project Engineer		Phone 360-363-8273	
Mailing Address 501 Delta Ave		City Marysville		State WA	Zip Code 98270
State Funds Project Prospectus Approval	By _____ Approving Authority				
	Title Jeff Laycock, Engineering Services Director				Date

Agency City of Marysville	Project Title Cascade Elementary - 100th St NE SRTS	Date 2/21/2025
------------------------------	--	-------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 24	Number of Lanes 2
☒ New Construction	☒ Path / Trail	☐ 3-R		
☒ Reconstruction	☒ Pedestrian / Bicycle	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Performance of Work

Preliminary Engineering Will Be Performed By City of Marysville - Public Works Engineering	Others %	Agency 100 %
Construction Will Be Performed By Contractor, to be determined through competitive bid process	Contract 100 %	Agency %

Right of Way

☐ No Right of Way Needed	☒ Right of Way Needed
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* All construction required by the contract can be accomplished within the exiting right of way.

Utilities	Railroad
☐ No utility work required ☒ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Private utilities, such as overhead utility poles will be relocated prior to construction. Adjust utilities to match final grade where impacted. No existing major structures involved in project.

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

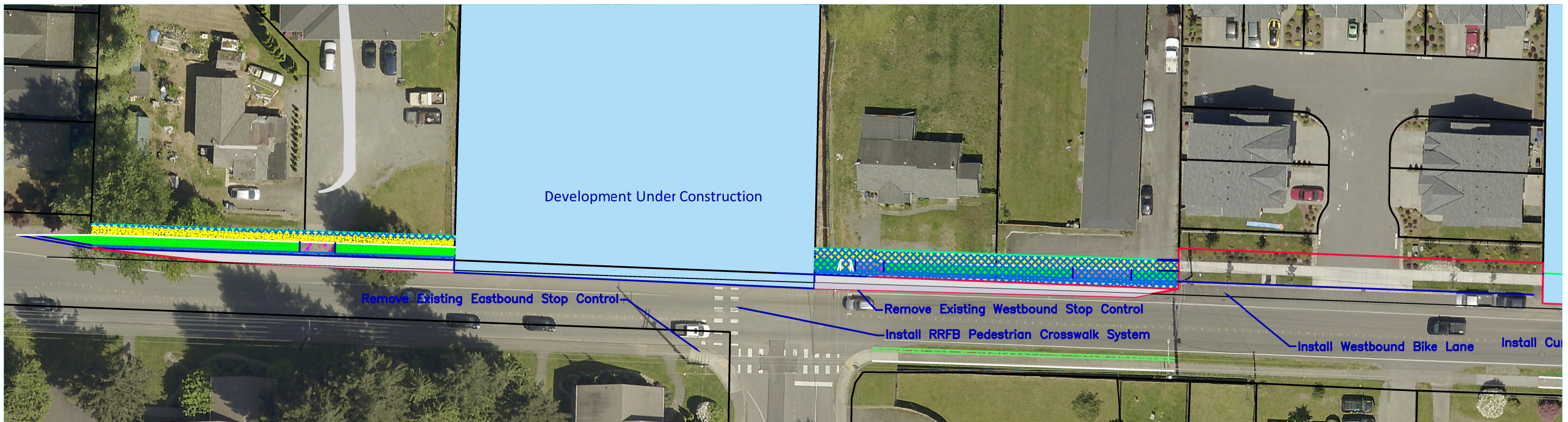
By _____

Mayor/Chairperson

Instructions – State Funds Project Prospectus

1. Date – Enter the date this form is filled out.
2. Project Number – Number assigned by Local Programs to each state funded project. Leave BLANK on original Prospectus.
3. Local Agency Project Number – Alpha/numeric characters that your agency identifies.
4. Statewide Vendor Number – Enter the agency's statewide vendor number.
5. Agency – Enter your agency's name.
6. Project Title – Enter the project's title, as shown in the selection letter from WSDOT/Local Programs.
7. Latitude and Longitude – Enter the project start and end latitude and longitude in decimal format:
Latitude N XX.XXXX Longitude W XXX.XXXX
8. Project Termini From – Enter the beginning limit of the project.
9. Nearest City Name – Enter the name of the nearest city or town to where the work is being performed.
10. Project ZIP Code (+4) – Enter the 5 plus 4-digit ZIP Code of the location where the majority of the work will be done.
11. Project Termini To – Enter the ending limit of the project.
12. City Number – For a city project, enter your city code number from Appendix 21.46.
13. County Number – Enter the county code number from Appendix 21.45.
14. County Name – Enter the county name in which the project is located.
15. Begin Mile Post – Enter the beginning mile post.
16. End Mile Post – Enter the ending mile post.
17. Length of Project – Enter project length in miles (two decimals).
18. Legislative District – Enter the legislative district(s) in which the project is located.
19. Congressional District – Enter the congressional district(s) in which the project is located.
20. Total Estimated Cost – Required for all phases of the project; estimate to the nearest hundred dollars.
21. Local Agency Funding – Required for all phases of the project; estimate to the nearest hundred dollars.
22. State Funds – Required for each phase of the project; estimate to the nearest hundred dollars. Enter only those state funds awarded through WSDOT/Local Programs for this project. State funds from other state agencies (ex. Transportation Improvement Board) should be entered in the Local Agency Funding column.
23. Phase Start Date – Enter the month and year for all phase's expected start date.
24. Description of Existing Facility – Enter a description of the existing facility that includes an explanation of any existing facility deficiencies.
25. Description of Proposed Work – Enter a description of the proposed improvements. Indicate the major work elements involved, such as roadway reconstruction, bridge replacement, sidewalk construction, etc.
26. Local Agency Contact Person – Enter name and contact information for agency employee to be contacted in case of questions.
27. State Funds Project Prospectus Approval – Signature and title of the agency employee that reviewed and approved the prospectus. The agency shall submit a revised project prospectus at construction phase authorization and any time the project termini and/or scope is revised.
28. Type of Proposed Work – Check whether the project is new construction, reconstruction, trail, etc., as described in Chapter 42.
29. Roadway Width – Enter the curb-to-curb roadway width for the proposed facility.
30. Number of Lanes – Enter the number of lanes for the proposed facility.
31. Performance of Work
 - a. Preliminary Engineering – Indicate who will be performing the work and the percentage of the work they will do.
 - b. Construction – Indicate if work is to be done by contract and/or local forces and the percentage to be done by each.
32. Right of Way (Refer to Appendix 25.174 for assistance in determining whether Right of Way is needed).
 - a. No Right of Way Needed – Check this box when the project can be accomplished within the existing right of way.
 - b. Right of Way Needed – Check this box when the project requires additional right of way.
33. Utilities – Check the box next to the statement that best fits your project.
34. Railroad – Check the box next to the statement that best fits your project.
35. Description of Utility Relocation or Adjustments – Indicate the agency/entity responsible for any utility relocation and/or adjustments. In addition, include the type of utility, whether publicly or privately owned, and any other pertinent information.
36. Remarks – Enter other applicable project information that hasn't already been included in the prospectus.
37. Legislative Body Approval – Signature of an elected official, such as a County Commissioner or Mayor, or their designee, confirming that the proposed project is consistent with the agency's comprehensive plan for community development.

MATCHLINE

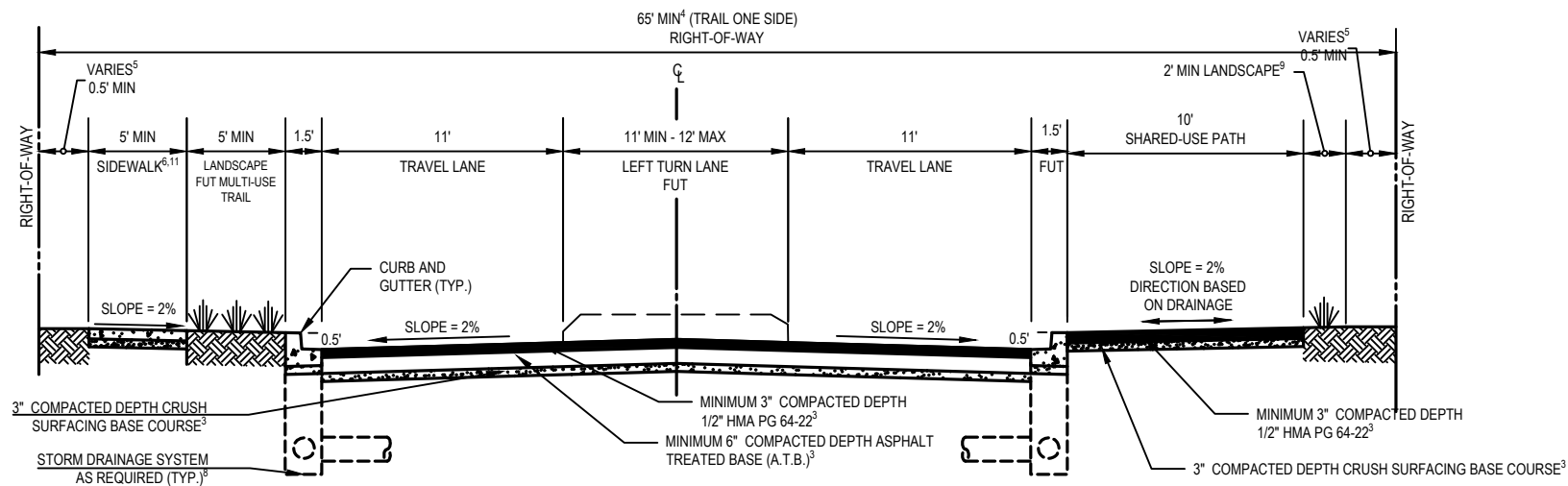


100TH ST NE
(SHOULTES RD TO 51ST AVE NE)

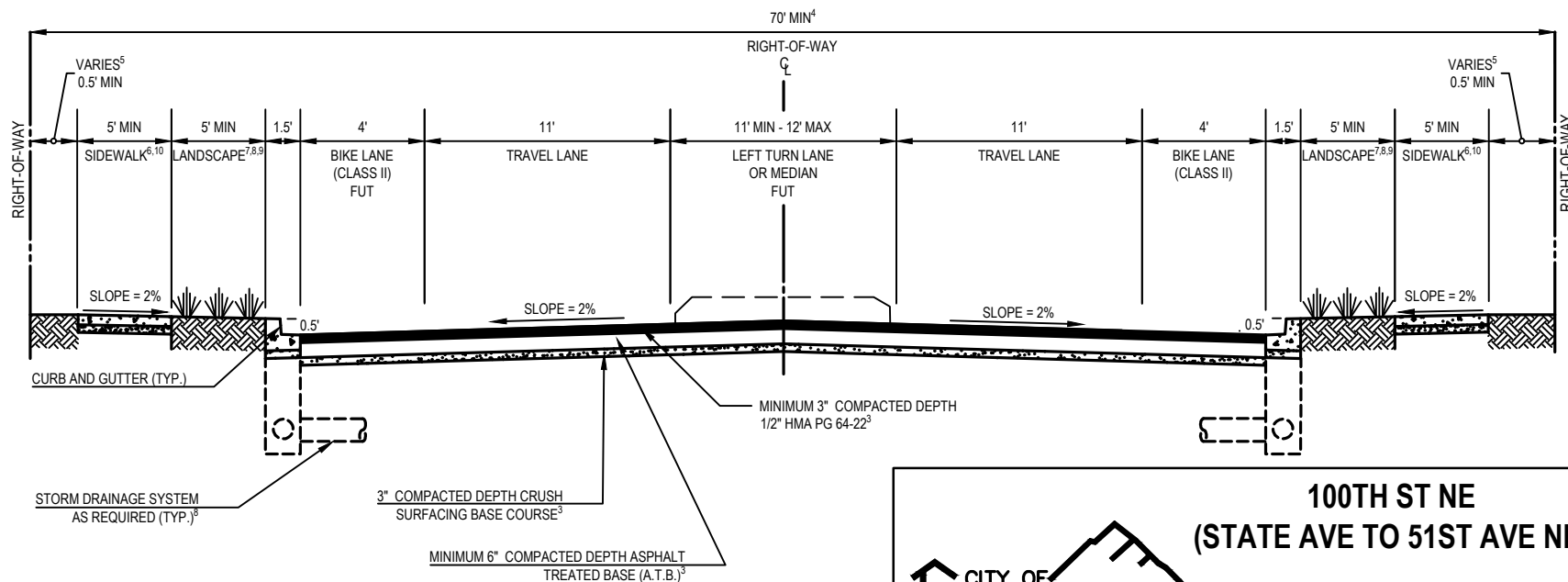
PRELIMINARY
PLAN

NOT TO SCALE

CROSS-SECTION - SHARED-USE PATH CONFIGURATION



CROSS-SECTION - BIKE LANE CONFIGURATION



NOTE: GRANT WILL NOT RE-STRIPE TO PROVIDE FOR TWO-WAY LEFT TURN LANE.

NOT TO SCALE



**100TH ST NE
(STATE AVE TO 51ST AVE NE)**

CROSS-SECTION
SIDEWALK/FUTURE
SHARED-USE PATH
CONFIGURATION

May 19, 2023

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

**RE: Cascade Elementary - 100th St NE (Shoultes Rd to 51st Ave NE)
2023-25 Safe Routes to School Program
State Funding**

Dear Mr. Laycock:

WSDOT is pleased to advise you that the above-mentioned project was selected to receive funding through the Safe Routes to School program. The state funding is limited as shown below:

Cascade Elementary - 100th St NE (Shoultes Rd to 51st Ave NE) \$783,821
Scope: See attached project summary.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs webpage for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Local Project Report is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Marysville** and your password is **Marys088**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance, please contact your Region Local Programs Engineer, Mehrdad Moini, at (206) 440-4734 or Mehrdad.Moini@wsdot.wa.gov.

Sincerely,

Jay Drye, PE
Director
Local Programs

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer

Project Summary

Program: Safe Routes To School

Date: May 2023

Agency: City of Marysville

Project Title: Cascade Elementary - 100th ST NE (Shoultes RD to 51st Ave NE) Safe Route to School

Project Description: Rectangular rapid flashing beacon (RRFB), speed feedback signs, ADA curb ramps, one sided bike lane, sidewalk (5'+) with curb, gutter and buffer

Detailed Project Description:

- 1) On 100th Street NE between Shoultes Road and 51st Ave NE install
 - a. Sidewalk – 5'+ wide, with curb, gutter and buffer (~480')
 - b. Shared-use path – 10' wide (widen from existing sidewalk), with curb and gutter (~250')
 - c. Bike lane (one side – north curb edge), from ~850' east of Shoultes Road to match up with curb ramp to new shared-use path approaching 51st Ave NE (~1000')
 - d. Speed feedback signs (2)
- 2) At the intersection of 100th Street NE and 48th Dr NE install
 - a. RRFB (2)
 - b. Remove all-way stop
 - c. ADA curb ramps (1) at NE corner of intersection

Project Schedule:

Begin PE	3/24
Environmental Documents Approved	9/24
Right-of-Way Approved	12/24
Estimated Contract Ad	03/25
Estimated Contract Award Date	05/25
Open to Traffic	09/25
Design Complete (Design-only projects)	9/25

Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$81,090	\$81,090	\$81,090
Right-of-Way	\$170,480	\$170,480	\$170,480
Construction	\$540,601	\$532,251	\$532,251
Match	\$8,350	N/A	N/A
Total	\$792,171	\$783,821	\$783,821

Note: Local match is committed as shown above and may be applied in any of the project phases.

If you agree to the project summary described above, please sign below and return to [Charlotte Claybrooke](#) or [Brian Wood](#).

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Jeff Laycock

Approving Authority Signature: 

Date: May 18, 2023

Table 1. Preliminary Engineering Phase Estimate

Task No.	Task Description	Director	Senior PM / Manager	Senior PE	PE	Tech	ODCs	Total Labor	Total Cost
		\$ 244.85	\$ 155.07	\$ 147.69	\$ 131.45	\$ 114.40			
0000	Project Initiation								
0010	Project Phase Authorization	1		8		8	\$ -	\$ 2,341.57	\$ 2,341.57
0020	Project Kickoff Meeting	1		3		2	\$ -	\$ 916.72	\$ 916.72
0030	Initial Site Visit			6		8	\$ 15.00	\$ 1,801.34	\$ 1,816.34
0040	Preliminary Scope, Schedule, and Budget	1		8			\$ -	\$ 1,426.37	\$ 1,426.37
0050	Follow-up Meeting and Approvals	2	2	6			\$ -	\$ 1,685.98	\$ 1,685.98
0100	Engineering								
0110	Site Survey			16		80	\$ 100.00	\$ 11,515.04	\$ 11,615.04
0120	30% Project Plans, Specifications, and Engineer's Cost Estimate	2		40		80	\$ -	\$ 15,549.30	\$ 15,549.30
0130	Right-of-Way Consultant Coordination	1		16			\$ 10,000.00	\$ 2,607.89	\$ 12,607.89
0140	60% Project Plans, Specifications, and Engineer's Cost Estimate	2		24		80	\$ -	\$ 13,186.26	\$ 13,186.26
0150	90% Project Plans, Specifications, and Engineer's Cost Estimate	2		16		80	\$ -	\$ 12,004.74	\$ 12,004.74
0160	100% Project Plans, Specifications, and Engineer's Cost Estimate	1		16		24	\$ -	\$ 5,353.49	\$ 5,353.49
0170	Issued for Bid Documents	1		8		24	\$ -	\$ 4,171.97	\$ 4,171.97
0200	Permitting								
0210	City Land Disturbing Activity (LDA) Permit		2	8		16	\$ -	\$ 3,322.06	\$ 3,322.06
0220	State Environmental Policy Act (SEPA) Checklist		2	8		2	\$ -	\$ 1,720.46	\$ 1,720.46
0300	Construction Bidding								
0310	Project Advertisement			2			\$ -	\$ 295.38	\$ 295.38
0320	Bid Opening			4			\$ -	\$ 590.76	\$ 590.76
0330	Contract Award and Routing	1		4			\$ -	\$ 835.61	\$ 835.61
--	TOTAL	15	6	193	0	404	\$ 10,115.00	\$ 79,324.94	\$ 89,439.94

Table 2. Preliminary Expenditure Plan

Year	Expenditure Period	Estimated Percent Complete				Estimated Expenditure				TOTAL
		Task 0000	Task 0100	Task 0200	Task 0300	Task 0000	Task 0100	Task 0200	Task 0300	
2025	Q1 - January 1 through March 31	100%	0%	0%	0%	\$ 8,186.98	\$ -	\$ -	\$ -	\$ 8,186.98
2025	Q2 - April 1 through June 30	0%	30%	0%	0%	\$ -	\$ 22,346.61	\$ -	\$ -	\$ 22,346.61
2025	Q3 - July 1 through September 30	0%	30%	100%	0%	\$ -	\$ 22,346.61	\$ 5,042.52	\$ -	\$ 27,389.13
2025	Q4 - October 1 through December 31	0%	30%	0%	0%	\$ -	\$ 22,346.61	\$ -	\$ -	\$ 22,346.61
2026	Q1 - January 1 through March 31	0%	10%	0%	20%	\$ -	\$ 7,448.87	\$ -	\$ 344.35	\$ 7,793.22
2026	Q2 - April 1 through June 30	0%	0%	0%	80%	\$ -	\$ -	\$ -	\$ 1,377.40	\$ 1,377.40
2026	Q3 - July 1 through September 30	0%	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	\$ -
2026	Q4 - October 1 through December 31	0%	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	\$ -
--	TOTAL	100%	100%	100%	100%	\$ 8,186.98	\$ 74,488.69	\$ 5,042.52	\$ 1,721.75	\$ 89,439.94



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Ave Marysville, WA 98270	
Agreement Number	Project Number	Description of Work (See also "Exhibit A") On 100th St NE - Install sidewalk, shared-use path, bike lane, and speed feedback signs. At 100th St NE and 48th Dr NE - Install RRFBs, remove all-way stop, and improve NE corner ADA ramp.	
Project Title Cascade Elementary - 100th St NE SRTS			
Termini 100th St NE between 48th Dr NE and 51st Ave NE		Advertisement Date March 2026	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and
 WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency	\$ 88,940.00	\$ 8,350.00	\$ 80,590.00
	b. Other			
	c. Other			
	d. State Services	\$ 500.00		\$ 500.00
	e. Total PE Cost Estimate	\$ 89,440.00	\$ 8,350.00	\$ 81,090.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate	\$ 89,440.00	\$ 8,350.00	\$ 81,090.00

**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Agency Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX
Supplement**

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date Executed: _____

Instructions – Local Programs State Funding Agreement

1. **Name and Address** – Enter the agency name and billing address of the lead agency that will become a party to the agreement.
2. **Agreement Number** – MUST be left blank. This number will be assigned by WSDOT.
3. **Project Number** – MUST be left blank. This number will be assigned by WSDOT.
4. **Description of Work** – Enter a concise statement of the major items of work to be performed. If applicable, attach the signed Project Summary from the project's selection letter as "Exhibit A".
5. **Project Title** – Enter the project's title.
6. **Termini** – Enter the begin and end points of the project.
7. **Advertisement Date** – At construction phase authorization only, enter the proposed construction contract advertisement date.
8. **Indirect Cost Rate**
 - a. Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized by the agency must be provided with the Local Programs State Funding Agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by WSDOT and/or State Auditor.
 - b. Check the No box if the agency will not be claiming indirect costs on the project.
9. **Type of Work and Funding** (Round all dollar amounts to the nearest whole dollar)
 - a. **Planning** – For projects that only include planning and/or study activities, lines a through d show Planning costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - b. **Preliminary Engineering** – For projects authorizing a Preliminary Engineering phase, lines a through d show PE costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - c. **Right of Way** – For projects authorizing a Right of Way phase, lines f through i show RW costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line g & h – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line i – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line j – Total of lines f + g + h + i.
 - d. **Construction** – For projects authorizing a Construction phase, lines k through p show CN costs for the project by type of work (e.g., contract, agency, consultant, state services, etc.).
 - Line k – Enter the estimated cost of the CN contract in columns 1 through 3.
 - Lines l, m, & n – Identify consultant, utilities, etc., and enter the estimated amounts in columns 1 through 3.
 - Line o – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line p – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line q – Total of lines k + l + m + n + o + p.
 - e. **Total Project Cost Estimate**
 - Line r – Total Cost Estimate of the Project. Total of lines e + j + q.
10. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (include month, day, and year). Note: Do NOT enter a date on the Date Executed line.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance - Lake Goodwin Standpipe Replacement
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the Lake Goodwin Standpipe Replacement Project, starting the 60-day lien filing period for project closeout.
SUMMARY:	The Lake Goodwin Standpipe Replacement Project included the construction of a replacement standpipe at the City's Lake Goodwin well site. Replacement was required due to leaks and other structural failures of the corrugated metal standpipe. Replacement included an all-new standpipe fabrication, foundation, piping and plumbing to the existing water service utility. The project was awarded to Reece Construction Company at the February 12, 2024 Council session with a total contract price of \$238,832.00, including all applicable sales tax. The total authorized amount including management reserve was \$262,715.00. The project was completed for a total price of \$235,915.41, or \$2,916.59 (1.2%) below the bid amount. Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends acceptance of this project for closeout.

ATTACHMENTS:
[W2104_Physical Completion Letter_2024-10-28.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

October 29, 2024

Reece Construction Company
Attn: Colton Gillfeather and Mark Stanavitch
P.O. Box 1531
Marysville, WA 98270

Subject: Project W2104 – Lake Goodwin Standpipe Replacement Project
Notice of Physical Completion

Dear Chayton,

In accordance with project manual for the Lake Goodwin Standpipe Replacement Project (Project No. W2104, dated 12/04/2023), this letter confirms that the project was deemed Physically Complete by the City of Marysville (City) as of Monday October 28, 2024.

This notification does not constitute completion, or final acceptance by the City. Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage bond upon receipt of the following:

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department
4. Affidavit of Wages Paid (to be submitted by Reece to the City)

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

Sincerely,

Sam Adlington, P.E.
Project Engineer

CC:
Project File

Attachments:
None

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025						
SUBMITTED BY:	Valorie Cross, Engineering						
ITEM TYPE:	Project Acceptance						
AGENDA SECTION:	New Business						
SUBJECT:	Project Acceptance - LID Retrofit for 103rd PI and Shoultes Construction						
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the LID Retrofit for 103rd PI and Shoultes Construction project, starting the 60-day lien filing period for project closeout.						
SUMMARY:	The LID Retrofit for 103rd PI and Shoultes project included the installation of an infiltration trench and proprietary presettling structure at the intersection of 103rd Place NE and Shoultes Ave. City Council awarded the project to SRV Construction on October 14, 2024, in the amount of \$239,110.00 with a management reserve of \$23,911.00, for a total allocation of \$263,021.00. The project was completed at a cost of \$257,076.05 which was \$17,966.05 (7.51%) above the awarded amount but within management reserve. <table> <tr> <td>Construction Total:</td><td>\$257,076.05</td></tr> <tr> <td>GRANT AMOUNT:</td><td>\$218,514.64 (85%)</td></tr> <tr> <td>Total Cost to the City:</td><td>\$ 38,564.41 (15%)</td></tr> </table> Work performed under this contract was inspected by City staff and found to be physically completion accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.	Construction Total:	\$257,076.05	GRANT AMOUNT:	\$218,514.64 (85%)	Total Cost to the City:	\$ 38,564.41 (15%)
Construction Total:	\$257,076.05						
GRANT AMOUNT:	\$218,514.64 (85%)						
Total Cost to the City:	\$ 38,564.41 (15%)						

ATTACHMENTS:

[LID Retrofit for 103rd PI and Shoultes - Physcial Completion.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

2/19/2025

Steven Verbarendse
President
SRV Construction
PO Box 507
Arlington, WA 98221

**Subject: D2403 – LID Retrofit for 103rd PI and Shoultes Construction
Notice of Physical Completion of Project**

Dear Steven Verbarendse,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of 02/18/2025.

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

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

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

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

Sincerely,

Valorie Cross, E.I.T.
Project Engineer

(360) 363-8100

Civic Center
501 Delta Ave
Marysville, WA 98270



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance – State Avenue Corridor Pavement Preservation NHS Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the State Avenue Corridor Pavement Preservation NHS Project, starting the 60-day lien filing period for project closeout.
SUMMARY:	The State Avenue Corridor Pavement Preservation NHS Project included grind, overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal detection equipment, and pavement marking to current standards for State Avenue between 1st Street and Grove Street. The City was awarded a total of \$2,860,500 from the National Highway System (NHS) Asset Management Program to complete the work. The project was awarded to Reece Construction Company at the February 12, 2024, Council session with a total contract price of \$1,642,727, including all applicable sales tax and two change orders. The total authorized amount including management reserve was \$1,773,907. The project was completed for a total price of \$1,596,115.80, or \$46,611.20 (2.8%) below the bid amount. This amount is fully reimbursable by the grant. Work performed under this contract was inspected by a third-party construction management consultant and City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends acceptance of this project for closeout.

ATTACHMENTS:
[R2107_Physical Completion Letter_2024-10-09.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

October 9, 2024

Reece Construction Company
Attn: Kyle Glover
P.O. Box 1531
Marysville, WA 98270

Subject: Project R2107 – State Avenue Corridor Pavement Preservation NHS Project
Notice of Physical Completion

Dear Kyle,

In accordance with Section 1-05.11(2) of the Special Provisions, the State Avenue Corridor Pavement Preservation NHS Project was considered physically complete as of Tuesday October 8, 2024. This notification does not constitute completion, or final acceptance by the City. Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavit of Wages Paid

Upon obtaining receipt of the above items, and acceptance, I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

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

Sincerely,

Sam Adlington, P.E.
Project Engineer



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Sam Adlington, Engineering
ITEM TYPE:	Project Acceptance
AGENDA SECTION:	New Business
SUBJECT:	Project Acceptance – 116th Street Pavement Preservation NHS Project
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to accept the 116th Street Pavement Preservation NHS Project, starting the 60-day lien filing period for project closeout.
SUMMARY:	The 116th Street Pavement Preservation NHS Project included grind, overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal detection equipment, and pavement marking to current standards between I-5 and State Avenue. The City was awarded a total of \$1,656,400 from the National Highway System (NHS) Asset Management Program to complete the work. The project was awarded to Reece Construction Company at the February 12, 2024, Council session with a total contract price of \$822,359, including all applicable sales tax and one change order. The total authorized amount including management reserve was \$937,029.05. The project was completed for a total price of \$799,586.25, or \$22,772.75 (2.8%) below the bid amount. This amount is fully reimbursable by the grant. Work performed under this contract was inspected by a third-party construction management consultant and City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends acceptance of this project for closeout.

ATTACHMENTS:
[R2108_Physical Completion Letter_2025-03-13.pdf](#)



MARYSVILLE
PUBLIC WORKS
Engineering

March 13, 2025

Reece Construction Company
Attn: Kyle Glover
P.O. Box 1531
Marysville, WA 98270

Subject: Project R2108 – 116th Street Pavement Preservation NHS Project
Notice of Physical Completion

Dear Kyle,

In accordance with Section 1-05.11(2) of the Special Provisions, the State Avenue Corridor Pavement Preservation NHS Project was considered physically complete as of Thursday March 13, 2025. This notification does not constitute completion, or final acceptance by the City. Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavit of Wages Paid

Upon obtaining receipt of the above items, and acceptance, I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Labor and Industries
2. Certificate of Release from the Department of Revenue
3. Certificate of Release from the Employment Security Department

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

Sincerely,

Sam Adlington, P.E.
Project Engineer



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Public Works Services Manager Skip Knutsen, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Agreement for the Sale of Police Vehicles by the City of Edmonds to the City of Marysville
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the Agreement for the Sale of Police Vehicles by the City of Edmonds to the City of Marysville to support the purchase of five (5) police interceptor utility vehicles in the amount of \$410,000.00.
SUMMARY:	The City of Edmonds has made available to the City of Marysville, five (5) police interceptor utility vehicles for the sales price of \$82,000 per unit. This sales price includes warranties of 5 Year/60,000 Mile powertrain and 3 Year/36,000 Mile bumper to bumper warranty from Ford Motor Company with a delayed warranty start date of August 2024. Each unit is additionally outfitted to include police equipment including lights, sirens, partitions, ballistic panels, prisoner transport seats, consoles, radios and rear cargo storage compartments.

ATTACHMENTS:
[Edmonds-Marysville Police Vehicle Sale 3-4-25.doc.pdf](#)

SALE OF POLICE VEHICLES BY THE CITY OF EDMONDS TO THE CITY OF
MARYSVILLE

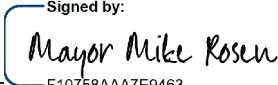
TERMS

The parties agree that the City of Edmonds (Edmonds) will sell the vehicles listed in Exhibit A to the City of Marysville (Marysville) for the price listed in Exhibit A and on the following terms:

- 1. Marysville shall pay to Edmonds the purchase price of the vehicles as set forth in Exhibit A, and upon receipt of payment, Edmonds shall take all necessary steps to transfer title to the vehicles listed in Exhibit A to Marysville. Marysville agrees to accept the vehicles as is, without any form of warranty except that Edmonds agrees to take all reasonable steps necessary to effectuate a transfer of the original manufacturer’s warranties for the vehicles to Marysville, as authorized and required by the manufacturer. Marysville agrees that Edmonds will provide no further warranty, as part of this Agreement
- 2. Marysville is responsible for removing the vehicles from Edmonds property and for any sales tax and title/registration fees.
- 3. This document, together with the attached Exhibit A, constitutes the entire agreement between the Parties.

CITY OF EDMONDS

CITY OF MARYSVILLE

Signed by:

F10758AA7E9463...
Mike Rosen, Mayor
Dated: 3/13/2025, 2025

Jon Nehring, Mayor
Dated: _____, 2025

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

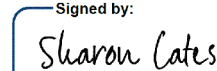
DocuSigned by:

7B732FF8F8DD4AB...
Scott Passey, City Clerk

Chari Taber, Deputy City Clerk

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM:

Signed by:

25BFC07762F2449...
City of Edmonds, Office of the City Attorney

Jon Walker, City Attorney

EXHIBIT A

**LIST OF PERSONAL PROPERTY SUBJECT TO TRANSFER OF OWNERSHIP BETWEEN
THE CITY OF EDMONDS AND THE CITY OF MARYSVILLE**

Personal Property Description:

Five (5) 2023 Ford Explorer Police Utility Interceptors as listed below:

2023 Ford Explorer PIU	1FM5K8AB2PGB37680
2023 Ford Explorer PIU	1FM5K8AB2PGB38957
2023 Ford Explorer PIU	1FM5K8AB8PGB56136
2023 Ford Explorer PIU	1FM5K8AB3PGB56366
2023 Ford Explorer PIU	1FM5K8ABXPGB56008

Each vehicle is outfitted with police equipment including lights, sirens, partitions, ballistic panels, prisoner transport seats, center consoles, radios, and rear cargo storage compartments.

The consideration paid for the vehicles does not include vinyl decal applications, fleet key reconfiguration, if necessary, or computer docking stations.

Each of these vehicles has a 5 Year/60,000 Mile powertrain and 3 Year/36,000 Mile bumper to bumper warranty from Ford Motor Company with a delayed warranty start date of August 2024.

Consideration:

The sale price per vehicle is Eighty-Two Thousand Dollars (\$82,000.00). Sales tax shall be paid by Marysville directly to the Department of Licensing when tax, title, and registration is completed.

Marysville shall provide the agreed consideration for these vehicles to Edmonds in a one-time lump sum payment of Four Hundred Ten Thousand Dollars (**\$410,000.00**) within ten (10) business days of the effective date of this Agreement. Transfer of vehicle titles shall take place after receipt of payment and removal of the vehicles from Edmonds premises shall take place thereafter.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	March 24, 2025
SUBMITTED BY:	Burton Eggertsen, Legal
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Amended and Restated Property Exchange Agreement with the Marysville School District
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the amended and restated property exchange agreement.
SUMMARY:	The City and the Marysville School District executed a property exchange agreement on May 17, 2024, whereby the City agreed to exchange its former City Hall located at 1049 State Avenue for the School District Property located at 4220 80th Street. In addition, the City agreed to construct certain improvements to its former property and to pay the School District \$2,000,000 as part of this transaction. Since the execution of that original agreement, the City has designed and awarded a construction contract for the improvements to the former City Hall, all but one of the contract contingencies have been satisfied, and various previously planned timelines have been adjusted. The proposed Amended and Restated Property Exchange Agreement incorporates all of these updates so that both parties have a clear understanding of the current state of the transaction and the final steps needed to fully effectuate it.

ATTACHMENTS:

[AMENDED AND RESTATED Property Exchange Agreement 3.18.2025 FINAL.pdf](#)

AMENDED AND RESTATED PROPERTY EXCHANGE AGREEMENT

This Amended and Restated Property Exchange Agreement (the “Agreement”) is entered into as of the last signature date below (the “Effective Date”), by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (“City”), and the MARYSVILLE SCHOOL DISTRICT 25, a municipal corporation of the State of Washington (“MSD”).

RECITALS

WHEREAS, the City owns the real property commonly known as 1049 State Avenue, Marysville WA 98270 (consisting of two parcels with the APNs 30052800215600 and 30052800215700), legally described in **Exhibit A** attached hereto (“Property One”); and

WHEREAS, MSD owns the real property commonly known as 4220 80TH ST NE, Marysville, WA 98270 (consisting of two parcels with the APNs 30052100311700 and 30052100410200), legally described in **Exhibit B** attached hereto (“Full MSD Property”); and

WHEREAS, the City desires to convey the entirety of Property One to MSD, in exchange for MSD conveying a portion of the Full MSD Property to the City, which portion is legally described in **Exhibit C** and depicted in **Exhibit D** (hereafter referred to as “Property Two”); and

WHEREAS, in order to properly convey Property Two to the City, MSD agrees to segregate Property Two from the Full MSD Property via a boundary line adjustment after execution of this Agreement and prior to Closing. This boundary line adjustment will result in Parcel 30052100311700 fully constituting Property Two (as legally described in **Exhibit C** and depicted in **Exhibit D**); and

WHEREAS, Property One contains that certain 15,064 square foot office building (the “Existing Building”) in which City will, following the Effective Date, at it’s sole cost and expense, complete a partial remodel to the Existing Building (siding, cornice, and trim) and construct an approximately 8,900 square foot addition (which collectively are referred to as the “Property One Improvements”); and

WHEREAS, Property Two contains that certain 13,684 square foot warehouse building (“Unit D Building”) that, following Closing, the City will lease back to MSD pursuant to the terms set forth in the lease agreement attached as **Exhibit E**.; and

WHEREAS, the City has since received bids for the Property One Improvements; and

WHEREAS, the parties desire to amend the Property Exchange Agreement, by adjusting the estimated Property One Improvements cost to take into account the actual expected Property One Improvements cost, to adjust dates, and to take into account updates to the transaction process since initial execution of the Property Exchange Agreement; and

WHEREAS, the prior Property Exchange Agreement will be superseded and replaced by this Amended and Restated Property Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and MSD agree as follows:

AGREEMENT

1. **BOUNDARY LINE ADJUSTMENT:** The parties have prepared and approved a boundary line adjustment (the “BLA”) between APNs 30052100311700 and 30052100410200, so that that APN 30052100311700 is adjusted to conform to the legal description contained in **Exhibit C** and depicted in **Exhibit D**. The BLA will be recorded by the City immediately after execution of this Agreement.

2. PROPERTY TO BE EXCHANGED:

- (a) The City agrees to convey to MSD the real property commonly known as 1049 State Avenue, Marysville WA 98270 (consisting of two parcels with the APNs 30052800215600 and 30052800215700), legally described in **Exhibit A** attached hereto (“Property One”).
- (b) MSD agrees to convey to the City a portion of the real property commonly known as 4220 80TH ST NE, Marysville, WA 98270 (post-BLA APN 30052100311700), legally described in **Exhibit C** and depicted in **Exhibit D**, attached hereto (“Property Two”).
- (c) The City and MSD authorize Closing Agent to insert, over their signatures, the legal description of Property One and/or Property Two (as used herein, individually, a “Property”, and collectively, the “Properties”) and/or to correct the legal descriptions entered.

3. **APPRAISED VALUES OF PROPERTIES:** Both Property One and Property Two have been appraised by Gustafson & Associates (Property One appraisal dated April 25, 2023, and Property Two dated August 2, 2023) (the “Appraisals”), and both the City and MSD have had the opportunity to access and review the Appraisals. Notwithstanding anything to the contrary set forth in the Appraisals, and for the purposes of memorializing what both parties believe to be fair consideration under this Agreement, City and MSD agree that Property One has a value of \$3,828,000.00, and Property Two has a value of \$9,600,000 (the “Agreed Upon Values”).

4. PROPERTY ONE IMPROVEMENTS.

- (a) Property One currently contains a structure containing approximately 15,064 square feet of space (the “Existing Building”). As part of the consideration for this Agreement, the City agrees to construct an approximately 8,900 square foot addition to the Existing Building, and complete a partial remodel to the Existing Building consisting of new siding, cornice, and trim (collectively, the “Property One Improvements”).
- (b) The total expected cost of the Property One Improvements is Four Million Seventy Two Thousand Five Hundred Forty Five and 00/100 (\$4,072,545.00). This amount constitutes (i) the anticipated total A/E professional service costs of \$539,702, (ii) the construction contract awarded to the lowest responsible bidder in the amount of \$2,935,718, (iii) set

aside Washington state sales tax for the construction contract in the amount of \$275,957, (iv) set aside management reserve of \$293,572, and (v) set aside Washington state sales tax for the management reserve in the amount of \$27,596. The set aside management reserve and the set aside tax for it (identified by items “iv” and “v” of the preceding sentence) will be collectively referred to as the “Management Reserve Funds.”

- (c) The construction plans for the Property One Improvements were provided to and approved by MSD.

5. **PAYMENT BY CITY:** As consideration for the differential in the Agreed Upon Values between Property One and Property Two, and taking into account the City’s obligations to perform the Property One Improvements, the City agrees to pay to MSD at Closing a negotiated amount of Two Million and 00/100 Dollars (\$2,000,000.00) (the “Agreed Upon Consideration”).

6. **LEASE OF PORTION OF PROPERTY TWO:** Following Closing, the City will lease to MSD that building located on the southwest corner of parcel number 30052100311700 (as of the Effective Date), which building contains 12,564 square feet on the main floor and 1,120 square feet on the second floor (historically, this building has been referred to as the “Warehouse” or “Unit D,” and is currently marked as “Learning Support”) (hereafter referred to as the “Unit D Building”). The parties have agreed to the terms of the lease, and shall execute the lease agreement attached hereto as **Exhibit E** concurrently with execution of this Agreement.

7. **CONDITION OF TITLE:** Title to Property One is to be free of all encumbrances or defects, except those acceptable to MSD. Title to Property Two is to be free of all encumbrances or defects, except those acceptable to the City.

8. **UTILITIES OF PROPERTY ONE:** The City warrants that Property One is connected to and/or receives all standard utility services including, without limitation, public water and sewer, electricity, and garbage services.

9. **UTILITIES OF PROPERTY TWO:** MSD warrants that Property Two is connected to and/or receives all standard utility services including, without limitation, public water and sewer, electricity, and garbage services.

10. **PAYMENT OF UNPAID UTILITY CHARGES:** The City and MSD agree that utility charges which constitute unrecorded liens on each respective Property will be paid through the Closing Date by each respective party outside of Closing (the City will pay the utility charges for Property One, and MSD will pay the utility charges for Property Two). The parties further release the Closing Agent from any and all claims arising out of or relating to utility charges for which no lien has been recorded. The Closing Agent is expressly directed not to inquire as to the status of unrecorded liens for utility charges and is expressly directed not to collect or disburse any funds at Closing or to make any reservations for the payment of unrecorded liens for utility charges.

11. **DISCLOSURE UNDER RCW 64.06:** PURSUANT TO CHAPTER 64.06 RCW, WITH RESPECT TO THE PROPERTIES, EACH OF MSD AND CITY HEREBY WAIVES ITS RIGHT TO RECEIVE THE DISCLOSURE STATEMENT. MSD AND CITY HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF CHAPTER 64.06 RCW;

PROVIDED, HOWEVER, THAT EACH PARTY SHALL BE ENTITLED TO RELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE OTHER PARTY SET FORTH IN THIS AGREEMENT, SUBJECT TO THE TERMS OF THIS AGREEMENT.

12. **REPRESENTATIONS AND WARRANTIES OF CITY:** For the purpose of inducing MSD to enter into this agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, the City represents and warrants to MSD as follows:

- a. Except as provided herein, the City has no knowledge of any legal action of any kind or character whatsoever affecting the premises of Property One which will in any manner affect MSD upon the consummation hereof, nor has the City knowledge that any such action is presently contemplated.
- b. To City's knowledge, City has substantially complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting Property One. To City's knowledge the execution and delivery of this agreement and consummation of the transaction herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over City or Property One.
- c. There are no written leases or rental agreements pertaining to the Property One. The City represents that Property One will be vacant at Closing.
- d. Each individual or entity executing and delivering this Agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of the City has due and proper authority to execute and deliver the same. The City has full right, power and authority to sell and convey Property One to MSD as provided herein and to carry out its obligations hereunder.
- e. To the City's knowledge no heating equipment, incinerators or other burning devices located on Property One violate, or as of Closing will violate, any applicable federal, state or municipal laws, ordinances, orders, regulations or requirements.
- f. No personal property shall be left at Property One after Closing except by permission of MSD. Any personal property left at Property One after Closing will become the property of MSD.
- g. The City has no knowledge of hazardous substances or underground storage tanks upon or under the Property One. The City will indemnify and hold MSD harmless from any hazardous substances upon Property One existing prior to Closing, including cost of removal. For purposes of this paragraph, the definition of the term "hazardous substances" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts, hydrocarbons, flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, and medical waste.

13. **REPRESENTATIONS AND WARRANTIES OF MSD:** For the purpose of inducing the City to enter into this agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, MSD represents and warrants to the City as follows:

- a. Except as provided herein, MSD has no knowledge of any legal action of any kind or character whatsoever affecting the premises of Property Two which will in any manner affect the City upon the consummation hereof, nor has MSD knowledge that any such action is presently contemplated.
- b. To MSD's knowledge, MSD has substantially complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property Two. To MSD's knowledge the execution and delivery of this Agreement and consummation of the transaction herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over MSD or Property Two.
- c. There are no written leases or rental agreements pertaining to the Property Two. MSD represents that Property Two will be vacant at Closing, except for any occupancy contemplated by the Unit D Lease.
- d. Each individual or entity executing and delivering this agreement and all documents to be executed and delivered in regard to the consummation of the transaction contemplated hereby on behalf of MSD has due and proper authority to execute and deliver the same. MSD has full right, power and authority to sell and convey Property Two to the City as provided herein and to carry out its obligations hereunder.
- e. To MSD's knowledge no heating equipment, incinerators or other burning devices located on Property One violate, or as of closing will violate, any applicable federal, state or municipal laws, ordinances, orders, regulations or requirements.
- f. No personal property shall be left at Property Two after Closing except by permission of the City. Any personal property left at Property Two after Closing will become the property of the City.
- g. MSD has no knowledge of hazardous substances or underground storage tanks upon or under Property Two. MSD will indemnify and hold the City harmless from any hazardous substances upon Property Two existing prior to Closing, including cost of removal. For purposes of this paragraph, the definition of the term "hazardous substances" shall be those used in applicable state and federal regulations, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts, hydrocarbons, flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, and medical waste.

14. **SURVIVAL OF REPRESENTATIONS:** The representations and warranties as set forth in this Agreement shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time, and all of such representations and warranties shall survive Closing.

15. **DUE DILIGENCE PERIOD:**

15.1 Property One Improvements Due Diligence Period. Each of City's and MSD's obligations under this Agreement are contingent upon the Property One Improvements being Substantially Completed by the date that is not later than thirty six (36) months following the Effective Date (the "Property One Improvements Due Diligence Period"). For the purposes of this Agreement, "Substantially Completed" shall mean the issuance of a conditional or temporary certificate of occupancy or other similar authorization from the applicable governmental authority allowing MSD to occupy the Property One Improvements.

The parties will meet (in person, virtually, electronically, or telephonically) and confirm at any time prior to the expiration of the Property One Improvements Due Diligence Period and either (i) agree that the Property One Improvements have been Substantially Completed, or (ii) extend the Property One Improvements Due Diligence Period for an agreed-upon period of time to resolve outstanding issues related to Substantial Completion of the Property One Improvements. If the parties are unable to mutually agree to either (i) or (ii) above, then either party may terminate this Agreement upon written notice to the other party to be delivered on or before the expiration of the Property One Improvements Due Diligence Period.

15.2 All other contingencies have been satisfied.

16. **TITLE INSURANCE:** Each party shall furnish to the other an ALTA standard form policy of title insurance with regards to its respective Property (the "Title Policies") to be issued by a title company (the "Title Company") to be agreed upon by the parties prior to the expiration of the Due Diligence Period. Each party shall assume any cancellation fee for such commitment or policy with regards to its Property. The Title Policies to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in Section 7 above. If title to a Property is not so insurable as above provided and cannot be made so insurable by Closing, such party may terminate this Agreement or waive such defects and elect to proceed to Closing. Either party may secure extended coverage title insurance at their election, provided that a party obtaining such extended coverage shall pay any survey costs and the difference between the standard coverage and extended coverage premiums.

17. **TITLE CONVEYANCE:** The City shall convey title of Property One to MSD by Statutory Warranty Deed (the "City Deed") at Closing, subject only to the exceptions noted in paragraph 7 and subject to any liens or encumbrances created by MSD. MSD shall convey title of Property Two to the City by Statutory Warranty Deed (the "MSD Deed", collectively with the City Deed, the "Transfer Deeds") at Closing, subject only to the exceptions noted in paragraph 7 and subject to any liens or encumbrances created by the City.

18. **PROPERTY INCLUDED WITH PROPERTY ONE:** All attached floor coverings, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, fuel tanks, irrigation fixtures and equipment, but excluding any items of personal property, and all water and water rights that are now on or used in connection with Property One, shall be included in the sale, unless otherwise provided herein. For purposes of clarification, property included in this sale is an accommodation to MSD. No portion of the consideration is attributed to such property.

19. **PROPERTY INCLUDED WITH PROPERTY TWO:** All attached floor coverings, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, fuel tanks, irrigation fixtures and equipment, but excluding any items of personal property, and all water and water rights that are now on or used in connection with Property Two, shall be included in the sale, unless otherwise provided herein. For purposes of clarification, property included in this sale is an accommodation to the City. No portion of the consideration is attributed to such property.

20. **CLOSING OF SALE:** This Agreement and the property exchange contemplated herein shall be closed ("Closing") at the office of First American Title Insurance Company, 2707 Colby Avenue, Suite 601, Everett, WA 98201 (the "Closing Agent"), or at such licensed and bonded escrow company as the parties agree upon. The "Closing Date" shall be ten (10) days following confirmation that the Property One Improvements are substantially completed, as described in Section 15.1. The parties will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the transactions contemplated herein in accordance with this Agreement.

21. **CLOSING COSTS AND PRORATES:** The City and MSD shall each pay one-half of escrow fee. The City shall pay the owner's title insurance premium and real estate excise tax or fees, if any, for Property One; MSD shall pay the owner's title insurance premium and real estate excise tax or fees, if any, for Property Two. The parties shall evenly split the recording fees. If a party elects to have extended coverage title insurance, that party shall pay the difference between the standard and extended coverage premiums. The City shall pay all real estate taxes for Property One due through the end of the half year in which this transaction closes, all special assessments, utility and all other assessments applicable to Property One in full at or prior to Closing; MSD shall pay all real estate taxes for Property Two due through the end of the half year in which this transaction closes, all special assessments, utility and all other assessments applicable to Property Two in full at or prior to Closing.

22. **CLOSING CONDITIONS:** The obligations of each party hereunder shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall constitute a condition of Closing (the "Closing Conditions"):

- a. The Unit D Lease shall be fully executed by both parties.
- b. The BLA shall be recorded.
- c. The Transfer Deeds shall be executed by each respective party and recorded.

- d. The Agreed Upon Consideration shall be paid to MSD.
- e. All documents required for Closing identified by the Closing Agent shall be delivered to the Closing Agent.
- f. The Title Policies shall be issued to each party
- g. The Property One Improvements are Substantially Completed.

23. POST CLOSING ACTIVITIES:

- a. In addition to MSD's rights under the Unit D Lease, MSD shall be entitled to possession of Property Two ("Property Two Occupancy") until December 31, 2026(the "Property Two Delivery Date") at no additional cost or expense except as set forth in this Section 23(a). During the Property Two Occupancy, MSD shall not contaminate Property Two, or use Property Two in a manner that violates any law. **THE PARTIES AGREE THAT PART OF THE CONSIDERATION FOR THIS AGREEMENT IS MSD'S AGREEMENT TO SURRENDER PROPERTY TWO NO LATER THAN THE PROPERTY TWO DELIVERY DATE. IF MSD FAILS TO VACATE AND SURRENDER PROPERTY TWO BY THE PROPERTY TWO DELIVERY DATE, MSD SHALL PAY ALL COSTS, DAMAGES, AND ATTORNEY FEES INCURRED BY THE CITY CAUSED BY MSD'S FAILURE TO VACATE AND SURRENDER.** Between the Closing Date and the Property Two Delivery Date, MSD will be solely responsible for the costs to maintain Property Two in conformance with law and will indemnify the City for any action by a governmental entity involving Property Two. MSD will maintain premises liability insurance through the Property Two Delivery Date, unless MSD surrenders the Property at an earlier time. Until such time as MSD surrenders Property Two, MSD will indemnify the City for any injury to a third party or to MSD occurring on Property Two, except for injuries caused by or incurred due to the negligence or willful misconduct of the City. MSD will pay for all utilities for Property Two (including all water, sewer, surface water, and garbage collection charges, along with all other utilities including electricity, natural gas, and cable/internet) through the Property Two Delivery Date, or such earlier time as MSD surrenders Property Two. **EXCEPT AS SET FORTH IN THE UNIT D LEASE, THE CITY HAS NO OBLIGATION TO REPAIR OR REBUILD ANY IMPROVEMENT ON PROPERTY TWO AND MSD IS SOLELY RESPONSIBLE FOR MAINTAINING THE PROPERTY IN A HABITABLE CONDITION.**
- b. The City, and its employees, contractors and agents, shall have the right to enter Property Two (and any buildings located thereon) during the Property Two Occupancy period to inspect the property and otherwise gather information in order to facilitate the preparation of design plans for the City's intended use of the property. The City shall provide MSD at least 48 hours prior notice prior to such entry.

24. DESIRED TIMELINE. While the required timelines are detailed above, the City and MSD desire to accomplish the transactions contemplated herein by the following non-binding timeline: (1) Substantial Completion of the Property One Improvements by December 31, 2025; (2) closing within ten (10) days following confirmation of Substantial Completion of the Property One Improvements; (3) MSD takes possession of Property One upon the Closing Date; (4) the

City takes possession of Property Two within 360 days of the closing date (but in no event later than December 31, 2026).

25. **RISK OF LOSS:** Should the improvements on either Property be materially damaged by fire or other cause (a “Casualty”) prior to the Closing Date, this Agreement shall be voidable at the option of the party that had intended to acquire such Property; HOWEVER, the City may, at its sole discretion and upon notice to MSD not more than ten (10) days following such Casualty, choose to repair or reconstruct the improvements on Property One at its expense, in which case this Agreement shall not be voidable by MSD.

26. **SURPLUS STATUS.** Property One is surplus real property. Property Two will become surplus real property prior to Closing. The Parties agree that they will take any additional necessary actions to effect a surplus designation for Property One and Property Two.

27. **DEFAULT:** In the event of default either party (a “Default”) that is not cured by the defaulting party within ten (10) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Agreement, and the defaulting party shall be liable for the non-defaulting party’s costs and expenses, including, but not limited to, title and escrow costs, reasonable attorney’s fees, due diligence costs and expenses, and design and permitting costs related to the Property One Improvements.

28. **ATTORNEYS’ FEES:** In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys’ fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys’ fees, costs, and expenses of any appeal of a judgment. For purposes of this Agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term “proceeding” shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

29. **NOTICE:** If notice is given pursuant to this Agreement, it shall be given to the parties by personal service or by certified mail, postage prepaid, return receipt requested at the following addresses:

MARYSVILLE SCHOOL DISTRICT 25
4220 80th Street NE
Marysville, WA 98270
Attn: Deborah Rumbaugh, Interim Superintendent
Email: deborah_rumbaugh@msd25.org
Telephone No.: (360) 965-0001

CITY OF MARYSVILLE
501 Delta Avenue
Marysville, WA 98270
Attn: Jennifer Stapleton, City Administrator
Email: jstapleton@marysvillewa.gov
Telephone No.: (360) 363-8088

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the second (2nd) business day following the day such notice is mailed in accordance with this Section 29.

30. **PATRIOT ACT COMPLIANCE:** The Patriot Act and Executive Order 13224 prohibit anyone from dealing with a Prohibited Person as that term is defined by the Act and Executive Order. The parties represent and warrant, each to the other, that neither the City nor MSD is a "Prohibited Person" as that term is defined by the Act and Executive Order and agree to indemnify and defend each other from all costs, claims, damages, and expenses, including attorneys' fees, incurred or suffered as a result of the inaccuracy or falsification of this mutual representation and warranty regarding the Patriot Act and Executive Order 13224. This Agreement to indemnify and defend shall survive Closing.

31. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This Agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this Agreement. Time is of the essence in this Agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This Agreement is binding on the parties, their personal representatives and heirs. Neither party shall assign this Agreement without the prior written consent of the other party.

32. **EQUAL BARGAINING:** This Agreement has been drafted by the mutual efforts of the parties. The parties acknowledge and represent that each of them is fully competent to negotiate and to enter into this Agreement with the other and that they have freely entered into it with adequate opportunity for prior consultation with independent legal counsel of their choosing. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question.

33. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this Agreement shall not merge in the deeds or other conveyance instruments transferring the Properties at Closing. Except as specifically set forth herein, the terms, representations, warranties and attorney's fee provisions of this Agreement shall survive Closing.

34. **COUNTERPARTS:** This Agreement may be executed in several identical counterparts, each of which shall be deemed to be an original copy, all of which together shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties shall not have signed the same counterparts.

35. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, or the Closing Agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

36. **CITY COUNCIL APPROVAL:** MSD acknowledges that this Agreement does not bind the CITY OF MARYSVILLE until the City Council approves this Agreement and the Mayor executes the same.

37. **RESERVATION OF POLICE POWER:** Notwithstanding anything to the contrary set forth herein, the parties understand and acknowledge that the CITY OF MARYSVILLE's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Agreement.

38. **PRIOR AGREEMENT SUPERSEDED.** This Agreement supersedes and replaces the previous Property Exchange Agreement with the effective date of May 17, 2024 between the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 2025.

CITY OF MARYSVILLE,

By _____
JON NEHRING, Mayor

DATED this _____ day of _____, 2025.

MARYSVILLE SCHOOL DISTRICT 25

By _____
DEBORAH RUMBAUGH, Superintendent

EXHIBIT A

EXHIBIT A LEGAL DESCRIPTION

Site Address: 1049 State ST., Marysville, WA 98270
Tax Parcel ID No. 30052800215600

BEGINNING AT A POINT 393 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF STATE STREET IN THE TOWN OF MARYSVILLE, WASHINGTON, AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;
THENCE WEST 361 FEET;
THENCE NORTH 117 FEET;
THENCE EAST 361 FEET;
THENCE SOUTH 117 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: Easement in favor of the City of Marysville to construct, alter, improve, repair, operate and maintain water lines and/or sanitary sewer lines, pipes and appurtenances affecting the North 10 feet of the South 59.33 feet of the East 15 feet of the subject property recorded at Auditor's file No. 90052103488.

AND SUBJECT TO: A survey of the subject property recorded at Auditor's file No. 9001235001.

AND SUBJECT TO: Notice of Rural Utility Service Area and of Liability to the City of Marysville for Utility Assessments and Charges recorded at Auditor's File No. 8208120212.

Exhibit A

1

Site Address: 1035 State ST., Marysville, WA 98270
Tax Parcel ID No. 30052800215700

BEGINNING AT A POINT 272 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF STATE STREET IN THE TOWN OF MARYSVILLE AND THE QUARTER SECTION LINE BETWEEN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., RUNNING,
THENCE WEST 360 FEET;
THENCE NORTH 121 FEET;
THENCE EAST 360 FEET TO THE WEST LINE OF STATE STREET;
THENCE SOUTH 121 FEET TO THE POINT OF BEGINNING, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN THE SNOHOMISH COUNTY, WASHINGTON

SUBJECT TO: Lease and the terms and conditions thereof in favor of Skipper's Fish and Chips, Inc. as disclosed by instruments recorded at Auditor's file numbers 2354366, 2167093 and 2165998, and assignments recorded at Auditor's file numbers 2247721 and 8611070464.
AND SUBJECT TO: Matters set forth by survey recorded at Auditor's file No. 200110025005

AND SUBJECT TO: Easement and the terms and conditions thereof in favor of Public Utilities District No. 1 of Snohomish County and Verizon Northwest Inc. for underground electric distribution lines recorded at Auditor's file No. 200312020974

Exhibit A

2

EXHIBIT B

EXHIBIT B LEGAL DESCRIPTION

Site Address: 4220 80th ST NE, Marysville, WA 98270
Tax Parcel ID No. 30052100311700

Real property in the County of Snohomish, State of Washington, described as follows:

PARCEL A:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 917.0 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°45'36" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 182.46 FEET TO A POINT 743.50 FEET EAST OF THE EASTERLY RIGHT OF WAY MARGIN OF THE PACIFIC HIGHWAY;
THENCE NORTH 2°03'25" WEST FOR 366.07 FEET TO A POINT 12.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND 186.80 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 89°48'48" EAST PARALLEL WITH AND 12.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 186.80 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 1°22'38" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 365.78 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MARYSVILLE, WASHINGTON, A MUNICIPAL CORPORATION OF SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9110070238.

PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707.0 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 1°22'38" WEST FOR 210.0 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 925.96 FEET TO THE EASTERLY MARGIN OF THE PACIFIC HIGHWAY;
THENCE SOUTH 1°25'39" EAST ALONG SAID HIGHWAY MARGIN FOR 30.0 FEET;

1

Exhibit B

THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 473.50 FEET; THENCE SOUTH 1°25'39" EAST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180.0 FEET;
THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 452.27 FEET TO THE POINT OF BEGINNING; LESS SOUTH 180 FEET OF WEST 160 FEET AND LESS WEST 100 FEET OF EAST 272.27 FEET OF SOUTH 180 FEET THEREOF.

AND LESS THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NUMBER

2263370.

PARCEL C:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 917 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 182.46 FEET TO A POINT 743.50 FEET EAST OF THE EASTERLY RIGHT OF WAY MARGIN OF THE PACIFIC HIGHWAY, THE TRUE POINT OF BEGINNING;
THENCE NORTH 2°03'25" WEST FOR 135 FEET;
THENCE SOUTH 89°45'36" WEST FOR 270 FEET TO A POINT ON THE EAST LINE OF TRACT CONVEYED TO ORLIN E. JOHNSTON AND WIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 799332;
THENCE SOUTH 135 FEET TO A POINT SOUTH 89°45'36" WEST OF THE POINT OF BEGINNING;
THENCE NORTH 89°45'36" EAST 270 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 272.27 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°25'39" WEST PARALLEL WITH THE EAST MARGIN OF THE PACIFIC HIGHWAY FOR 180 FEET;
THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 100 FEET;

THENCE SOUTH 1°25'39" EAST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PORTION OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

A PORTION OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 452.27 FEET TO THE POINT OF BEGINNING ;
THENCE NORTH 1°25'39" WEST PARALLEL WITH EAST MARGIN OF THE PACIFIC

HIGHWAY FOR 180 FEET;

THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 160 FEET;

THENCE SOUTH 1°25'39" EAST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 160 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

A PORTION OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

A PORTION OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;

THENCE CONTINUE NORTH 1°22'38" FOR 210 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 293.46 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 633.50 FEET TO THE EASTERLY MARIN OF THE PACIFIC HIGHWAY;

THENCE SOUTH 1°25'39" EAST ALONG SAID HIGHWAY MARGIN FOR 30 FEET;

THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 633.50 FEET;

THENCE NORTH 1°25'39" WEST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 30 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

3

Exhibit B

Site Address: 7622 44th Ave., Marysville, WA 98270
Tax Parcel ID No. 30052100410200

Real property in the County of Snohomish, State of Washington, described as follows:

WEST 102 FEET OF THE NORTH 150 FEET OF THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST,
WILLAMETTE MERIDIAN;

LESS ROAD.

TOGETHER WITH THE NORTH 300 FEET OF THE WEST 264 FEET OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5
EAST, WILLAMETTE MERIDIAN;

EXCEPT HEREFROM THE NORTH 150 FEET OF THE WEST 102 FEET.

TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, WILLAMETTE
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING 300 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF THE SOUTHEAST QUARTER;
THENCE EAST 264 FEET TO THE WEST LINE OF THE TRACT CONVEYED TO WARREN COLE
UNDER AUDITOR'S FILE NO. 909841;
THENCE SOUTH 900 FEET, MORE OR LESS, ALONG SAID WEST LINE AND SAID LINE
EXTENDED TO A POINT IN THE WEST LINE OF A TRACT CONVEYED TO ROBERT B.
SPEARS UNDER AUDITOR'S FILE NO. 1123274 WHICH POINT IS ALSO THE NORTHEAST
CORNER OF THE FIRST TRACT CONVEYED TO CHARLES E. STETLER AND JO ANN
STETLER, HIS WIFE, UNDER AUDITOR'S FILE NO. 1118529;
THENCE WEST ALONG SAID NORTH LINE 100 FEET TO THE NORTHWEST CORNER OF SAID
FIRST TRACT;
THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT TO A POINT 20 FEET NORTH OF
THE SOUTH LINE OF SAID SUBDIVISION;
THENCE WEST PARALLEL WITH SAID SOUTH LINE 64 FEET, MORE OR LESS, TO THE EAST
LINE OF THE SECOND TRACT CONVEYED TO STETLER UNDER AUDITOR'S FILE NO.
1118529;
THENCE NORTH 100 FEET TO THE NORTHEAST CORNER OF SAID TRACT;
THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 100 FEET TO THE WEST LINE OF
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH ALONG SAID WEST LINE FOR 900 FEET, MORE OR LESS, TO POINT OF
BEGINNING.

EXCEPT THAT PROPERTY LYING NORTH OF A LINE 30 FEET SOUTH OF AND PARALLEL TO
THAT NORTH LINE OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5
EAST, WILLAMETTE MERIDIAN, CONVEYED TO CITY OF MARYSVILLE BY STATUTORY
WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9110070238.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

4

Exhibit B

EXHIBIT C

EXHIBIT C LEGAL DESCRIPTION

Property to be Conveyed:
Site Address: 4220 80th ST NE, Marysville, WA 98270
Tax Parcel ID No. 30052100311700

Real property in the County of Snohomish, State of Washington, described as follows:

PARCEL A:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 917.0 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°45'36" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 182.46 FEET TO A POINT 743.50 FEET EAST OF THE EASTERLY RIGHT OF WAY MARGIN OF THE PACIFIC HIGHWAY;
THENCE NORTH 2°03'25" WEST FOR 366.07 FEET TO A POINT 12.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND 186.80 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 89°48'48" EAST PARALLEL WITH AND 12.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 186.80 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 1°22'38" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 365.78 FEET TO THE POINT OF BEGINNING.
EXCEPT THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MARYSVILLE, WASHINGTON, A MUNICIPAL CORPORATION OF SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9110070238.

PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707.0 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 1°22'38" WEST FOR 210.0 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 925.96 FEET TO THE EASTERLY MARGIN OF THE PACIFIC HIGHWAY;

1

Exhibit C

THENCE SOUTH 1°25'39" EAST ALONG SAID HIGHWAY MARGIN FOR 30.0 FEET;
THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 473.50 FEET; THENCE SOUTH 1°25'39" EAST
PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180.0 FEET;
THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 452.27 FEET TO THE POINT OF BEGINNING;
LESS SOUTH 180 FEET OF WEST 160 FEET AND LESS WEST 100 FEET OF EAST 272.27 FEET
OF SOUTH 180 FEET THEREOF.
AND LESS THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MARYSVILLE, A
MUNICIPAL CORPORATION OF SNOHOMISH COUNTY BY DEED RECORDED UNDER
RECORDING NUMBER

2263370.

PARCEL C:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF
THE SOUTHWEST QUARTER FOR 917 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 182.46 FEET TO A POINT 743.50 FEET EAST
OF THE EASTERLY RIGHT OF WAY MARGIN OF THE PACIFIC HIGHWAY, THE TRUE POINT
OF BEGINNING;
THENCE NORTH 2°03'25" WEST FOR 135 FEET;
THENCE SOUTH 89°45'36" WEST FOR 270 FEET TO A POINT ON THE EAST LINE OF TRACT
CONVEYED TO ORLIN E. JOHNSTON AND WIFE BY DEED RECORDED UNDER AUDITOR'S
FILE NO. 799332;
THENCE SOUTH 135 FEET TO A POINT SOUTH 89°45'36" WEST OF THE POINT OF
BEGINNING;
THENCE NORTH 89°45'36" EAST 270 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
21, TOWNSHIP 30, NORTH RANGE 5 EAST W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER;
THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF THE SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 272.27 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 1°25'39" WEST PARALLEL WITH THE EAST MARGIN OF THE PACIFIC
HIGHWAY FOR 180 FEET;
THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER FOR 100 FEET;

2

Exhibit C

THENCE SOUTH 1°25'39" EAST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180 FEET;
THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 100 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PORTION OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

A PORTION OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 452.27 FEET TO THE POINT OF BEGINNING ;
THENCE NORTH 1°25'39" WEST PARALLEL WITH EAST MARGIN OF THE PACIFIC HIGHWAY FOR 180 FEET;

THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 160 FEET;

THENCE SOUTH 1°25'39" EAST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 180 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 160 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

A PORTION OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS;

A PORTION OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 1°22'38" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 707 FEET;

THENCE CONTINUE NORTH 1°22'38" FOR 210 FEET;

THENCE SOUTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 293.46 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°45'36" WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 633.50 FEET TO THE EASTERLY MARIN OF THE PACIFIC HIGHWAY;

THENCE SOUTH 1°25'39" EAST ALONG SAID HIGHWAY MARGIN FOR 30 FEET;

THENCE NORTH 89°45'36" EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR 633.50 FEET;

THENCE NORTH 1°25'39" WEST PARALLEL WITH THE EAST MARGIN OF SAID HIGHWAY FOR 30 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

3

Exhibit C

TOGETHER WITH:

THE NORTH 425 FEET OF THE WEST 264 FEET OF THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST,
WILLAMETTE MERIDIAN;

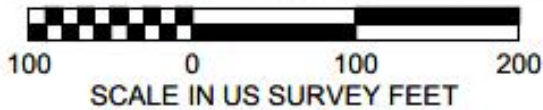
EXCEPT THAT PROPERTY LYING NORTH OF A LINE 30 FEET SOUTH OF AND PARALLEL
WITH THAT NORTH LINE OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 30 NORTH,
RANGE 5 EAST, WILLAMETTE MERIDIAN, CONVEYED TO CITY OF MARYSVILLE BY
STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9110070238.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit C

4

EXHIBIT D



	MARYSVILLE SCHOOL DISTRICT #25 4220 8TH STREET NE	PARCEL LINE EXHIBIT MAP	3/27/2024
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 801 DELTA AVE MARYSVILLE, WA 98270 (360) 363-8100	PARCEL NOS. 30052100311700 & 30052100410200	1 of 1

EXHIBIT E

UNIT D COMMERCIAL LEASE

THIS UNIT D COMMERCIAL LEASE AGREEMENT (hereinafter "Lease Agreement"), is entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (the "City") and MARYSVILLE SCHOOL DISTRICT 25, a municipal corporation of the State of Washington ("MSD") as follows:

RECITALS

WHEREAS, the City and MSD are entering into an Amended and Restated Property Exchange Agreement, whereby the City agreed to exchange its property commonly known as 1049 State Avenue, Marysville WA 98270 (consisting of two parcels with the APNs 30052800215600 and 30052800215700) for a portion of the MSD property commonly known as 4220 80TH ST NE, Marysville, WA 98270 (consisting of two parcels with the APNs 30052100311700 and 30052100410200); and

WHEREAS, pursuant to the Amended and Restated Property Exchange Agreement, the City and MSD are to enter into a lease agreement for a portion of the MSD property that the City will acquire from MSD, whereby the City will lease to MSD a building known as Unit D, which building is depicted on **Exhibit A**, attached hereto and incorporated by reference; and

WHEREAS, the parties have agreed to the terms of the lease for Unit D as described herein, and intend for the lease contemplated herein to commence upon the closing date of the Property Exchange Agreement; and

WHEREAS, the Amended and Restated Property Exchange Agreement and this Lease Agreement are to be signed concurrently.

AGREEMENT

1. **THE PREMISES.** The City agrees to lease to MSD that building located on the southwest corner of parcel number 30052100311700, which building contains 12,564 square feet on the main floor and 1,120 square feet on the second floor (historically, this building has been referred to as the "Warehouse" or "Unit D," and is currently marked as "Learning Support"), which building is hereafter referred to as the "Premises". The Premises is depicted in **Exhibit A**.

2. **USE.** MSD has historically used the Premises for (a) food delivery, storage, and distribution, (b) print shop operation, (c) warehouse storage, and (d) office space for six employees engaged in the prior-noted uses. Use of the Premises is to be consistent with this historical use, and MSD will not materially alter use of the Premises or increase the number of office staff at the Premises without the prior written consent of the City.

3. **PARKING; INGRESS/EGRESS.**

- a. MSD will be provided six employee parking spaces and three fleet vehicle spaces, adjacent to or near the Unit D building. These parking spaces will be as near as

reasonably possible to the Unit D building, as determined by the City with input from MSD. The City may move the location of these parking spaces as the site develops, but will use reasonable efforts to ensure that they are reasonably close to the Unit D building.

- b. The City will ensure that access to the Unit D building for the above-noted employees and for deliveries will be continuous, however access routes may be altered as the site is developed/used by the City. In the event that the City desires to implement security measures at the site (such as installation of access gates), then the parties will implement a security plan to ensure that security protocols are properly implemented and that MSD has access to the Unit D building.

4. **LEASE COMMENCEMENT DATE.** The commencement date of this Lease Agreement shall be the Closing Date as defined in the Amended and Restated Property Exchange Agreement. The parties agree that the Closing Agent may, after execution of this Agreement by the parties, insert the specific closing date below as a matter of convenience.

Commencement Date of Lease: _____.

5. **TERM.** The term of this Lease Agreement shall be 25 years, and shall automatically terminate at 11:59 p.m. on the date that is 25 years after the commencement date of this Lease Agreement. MSD shall have the option to extend this term by up to five additional five-year terms, by providing written notice to the City of MSD's desire to extend the Lease Agreement; such notice shall be provided no less than 30 days prior to the expiration of the term (original or extended). All provisions of this Lease Agreement shall apply to the additional terms.

6. **RENT; DEPOSIT; UTILITIES.**

- c. There shall be no rent or security deposit required by this Lease Agreement.
- d. MSD shall be responsible for obtaining all utility services to the Premises, and shall be fully responsible for the cost of the same. The City shall have no obligation to provide utilities to the Premises, and shall not be responsible for any utility costs. MSD's failure to timely pay for utility services to the Premises shall be considered a default under this Lease Agreement.

7. **AS-IS.** Tenant accepts Premises in as-is condition. The City has made no representation to alter, improve, repair, or paint the Premises or any part thereof.

8. **EQUIPMENT AND FIXTURES.** MSD shall maintain the equipment and fixtures of the Premises in good operating condition and replace the same, if necessary, at MSD's sole expense.

Any equipment or fixtures purchased by MSD after execution of this Lease Agreement

shall be the property of MSD. In the event MSD shall attach any fixtures to the premises, then upon termination of this Lease Agreement, MSD shall have the option of removing MSD's attached fixtures, provided that MSD shall restore the Premises to their condition prior to removal of such fixtures. A documented record of any such activity will be required including photographs of any said change(s).

9. **LICENSES AND PERMITS.** MSD, at its own expense, shall maintain all necessary and proper state, county, and/or city licenses, permits and authorizations required by law, and conform to all such licenses, permits and authorizations and the requirements of any duly authorized official acting in connection therewith, with regards to the Premises.

10. **TAXES.** MSD shall pay, before delinquency, all taxes, levies and assessments for which it is responsible including, but not limited to, leasehold excise tax, taxes arising out of any sale of services and products, and any taxes levied on its property, improvements and interest in this Agreement.

11. **LIABILITY.**

(a) **Indemnity.** MSD agrees to indemnify, defend and save 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 resulting from the acts, errors, or omissions of MSD, and/or from MSD's use of the real and personal property which is the subject matter of this Lease Agreement (including but not limited to, MSD's use of the Unit D building, MSD's use of parking spaces, and MSD's ingress/egress across property owned by the City). MSD further agrees to occupy the subject Premises, and to store its personal property on said Premises, at its own risk, and releases the City to the full extent of the law, from all claims resulting from property damage or loss. The City shall not be liable to MSD for any loss or damage to either person or property that may be occasioned by or through the acts or omissions of other persons occupying, visiting or using the Premises. The City shall not be liable to MSD for MSD's loss of business unless caused by the sole negligence of the City. The City shall not be liable or responsible for any defect, latent or otherwise, in the Premises or any building thereon, or in any of the equipment, machinery, utilities, appliances or apparatus in said buildings, unless caused by the sole negligence of the City. In case the City shall, without fault on its part, be made a party to any litigation commenced against MSD by third parties, then MSD shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees.

(b) **Liability Insurance; Increases in Limits.** Prior to the commencement of this Lease, MSD shall, at its own expense, obtain and file with the City a full policy of general liability insurance, which insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the MSD's Commercial General Liability insurance policy with respect to the Lease using an additional insured endorsement at least as broad as ISO CG 20 26. The policy shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. These limits shall be adjusted every ten (10) years this Lease

Agreement remains in effect, so that the liability insurance limits are consistent with those the City requires for lease agreements at the time of adjustment.

- (c) **MSD's Casualty Insurance.** MSD shall, at MSD's expense, procure and maintain at all times during the term of this Lease a policy of insurance covering loss or damage to MSD's inventory, fixtures and equipment, including all inventory, fixtures and equipment being purchased by MSD from City, in the amount of the full replacement value thereof, which coverage shall provide protection against all perils included within the classifications of fire, extended coverage, vandalism, malicious mischief and special extended perils (all-risk). The City shall be named as an additional insured on said policy.
- (d) **Property Insurance.** MSD shall, at its own expense, obtain and file with the City all-risk property insurance covering the full replacement value of the Premises. The City shall be named as an additional insured.
- (e) **Worker's Compensation.** MSD shall provide worker's compensation coverage for its employees in accordance with the Washington State Department of Labor and Industry regulations.
- (f) **Verification of Coverage.** The MSD shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the MSD before occupying the premises.
- (g) **Notice of Cancellation.** The MSD shall provide the City with written notice of any policy cancellation within two business days of the MSD's receipt of such notice.
- (h) **Failure to Maintain Insurance.** Failure on the part of the MSD to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the MSD to correct the breach, immediately terminate the Lease Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- (i) **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.
- (j) **City Full Availability of Insurance Limits.** If the MSD maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the MSD, irrespective of whether such limits maintained by the MSD are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the MSD.

12. **HAZARDOUS WASTE.** The MSD shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises under any circumstances. If MSD breaches the obligations stated in the preceding sentence, then MSD shall indemnify, defend and hold the City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or other property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or other property, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by the City either during or after the lease term. These indemnifications by MSD include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises or other property, or in soil or ground water on or under the Premises or other property. MSD shall immediately notify the City of any inquiry, investigation or notice that the MSD may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by MSD results in any unlawful release of Hazardous Material on the Premises or any other property, MSD shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided that the City's approval of such actions shall first be obtained, which approval may be withheld at City's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. The provisions of this paragraph shall survive expiration or termination of this Lease Agreement.

13. **MAINTENANCE AND REPAIRS.** The City and MSD acknowledge and agree that this is a triple-net (NNN) lease and that the City shall have no obligations relating to the repair or maintenance of the Premises; MSD shall be solely responsible for same (including, without limitation, repair and maintenance of the outside structure of the Unit D building (including the walls, siding, foundation, and roof), the HVAC system, the plumbing, and the interior of the structure). The City may elect (but is in no way obligated) to maintain the exterior and/or the foundation, roof, building systems, structural supports and exterior walls of the Premises. The City shall notify MSD if it elects to maintain or repair any or all of the foregoing. In such an event, MSD shall pay to the City upon demand any cost or expense incurred by the City relating to such maintenance or repair.

In addition, MSD shall keep the Premises in a tidy, neat, clean, sanitary and safe condition with an attractive appearance satisfactory to the City and consistent with its condition at the commencement of this Lease Agreement.

Representatives of the City shall have access to all parts of the Premises at reasonable times for the purpose of inspecting the same to assure compliance with this section.

14. ALTERATIONS AND LIENS.

- (a) MSD shall make no alterations to the Premises without the prior written consent of City. Any alterations excepting movable furniture and trade fixtures shall at City's option become part of the Premises and belong to the City.
- (b) Should MSD desire to alter the Premises and the City gives written consent to such alterations, at City's option, MSD shall contract with a contractor approved by the City for the construction of such alterations. Prior to commencing any such work, MSD shall secure all permits required by applicable governmental authorities, at MSD's sole expense. All work shall be performed in full compliance with the conditions of all permits in a workmanlike manner and shall be completed in a timely manner. At the City's option, the City may require MSD to secure and maintain builder's all risk construction insurance for the alteration project satisfactory to the City.
- (c) All work approved by the City shall be done at such times and in such manner as City may from time to time designate. MSD shall give City written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Premises so that City may post a notice of nonresponsibility.
- (d) MSD shall keep the Premises, and the property in which the Premises are situated, free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by MSD. In the event the Premises (or the property of which the Premises is situated) shall at any time during the term of this Lease Agreement become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials, labor or equipment to the Premises contracted for or agreed to by MSD, MSD may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to the City.

15. DESTRUCTION. In the event of damage or destruction of the Premises, in full or in part, MSD may either (a) repair or reconstruct the Premises at its sole cost and expense, subject to approval of any building plans by the City, which approval may be withheld at the City's discretion, or (b) terminate this Lease Agreement. The City shall have no obligation to repair or reconstruct any portion of the Premises.

16. ASSIGNMENT, TRANSFER OR CONVEYANCE. MSD shall not assign or transfer its interest under this Lease Agreement, or otherwise convey MSD's rights granted hereunder, without written consent of the City. MSD shall furthermore not sublease the Premises or any portion of it without the prior written consent of the City.

17. DEFAULT. If MSD fails to cure any default within twenty (20) days written notice from the City, then the City may terminate this Lease Agreement; provided, however, that if the nature of MSD's obligation is such that more than twenty (20) days are required for performance, then MSD shall not be in default if it commences performance within such twenty

(20) day period and thereafter diligently prosecutes the same to completion. In the event of an uncured default, MSD shall not have any right, legal or equitable, in or to the Premises, or in or to the repossession of the same, or in or to this Lease Agreement, and shall be liable for the City's costs and expenses, including, but not limited to, reasonable attorney's fees. If at any time the City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, present, or future breach or default.

If the City fails to cure any default within twenty (20) days written notice from MSD, then MSD may terminate this Lease Agreement; provided, however, that if the nature of the City's obligation is such that more than twenty (20) days are required for performance, then the City shall not be in default if it commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. Such termination shall not relieve the City from liability to MSD for such damages as may be suffered by reason of the default, including but not limited to, reasonable attorney's fees. If at any time MSD waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, present, or future breach or default.

18. **SURRENDER OF PREMISES.** MSD covenants that at the end of the term of this Lease Agreement, or upon any sooner termination, MSD shall deliver to the City all keys it may have to any and all parts of the Premises, and also shall quit and deliver up the Premises to the City peaceably and quietly in as good order and condition as said Premises were at the time of original occupancy, reasonable use and wear thereof excepted. MSD shall not remove any fixtures or equipment that is permanently connected to the Premises.

19. **NOTICE:** If notice is given pursuant to this Agreement, it shall be given to the parties by personal service or by certified mail, postage prepaid, return receipt requested at the following addresses:

MARYSVILLE SCHOOL DISTRICT 25
4220 80th Street NE
Marysville, WA 98270
Attn: Deborah Rumbaugh, Superintendent
Email: deborah_rumbaugh@msd25.org
Telephone No.: (360) 965-0001

CITY OF MARYSVILLE
501 Delta Avenue
Attn: Jennifer Stapleton, City Administrator
Marysville, WA 98270
Email: jstapleton@marysvillewa.gov
Telephone No.: (360) 363-8000

or at such other address as either party designates by written notice to the other party. All notices shall be deemed given on the day such notice is personally served, or on the second (2nd) business day following the day such notice is mailed in accordance with this Section 20.

20. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This Lease Agreement, with the attachments incorporated herein by reference,

constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this Lease Agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This Lease Agreement is binding on the parties, their personal representatives and heirs. Neither party shall assign this Lease Agreement without the prior written consent of the other party.

21. **EQUAL BARGAINING:** This Lease Agreement has been drafted by the mutual efforts of the parties. The parties acknowledge and represent that each of them is fully competent to negotiate and to enter into this Lease Agreement with the other and that they have freely entered into it with adequate opportunity for prior consultation with independent legal counsel of their choosing. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question.

22. **COUNTERPARTS:** This Agreement may be executed in several identical counterparts, each of which shall be deemed to be an original copy, all of which together shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties shall not have signed the same counterparts.

23. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

24. **ATTORNEY'S FEES AND COSTS.** If litigation is commenced by either party to enforce or interpret provisions of this Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements.

25. **RECITALS; EXHIBITS.** The recitals and exhibits are incorporated into and shall be deemed to be a part of this Lease Agreement.

26. **RECORDING.** This Lease Agreement shall be recorded concurrently with the transfer deeds contemplated in the Amended and Restated Property Exchange Agreement. A copy of the executed Amended and Restated Property Exchange Agreement shall automatically be added as an **Exhibit B** and attached hereto at the time of recording.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 2025.

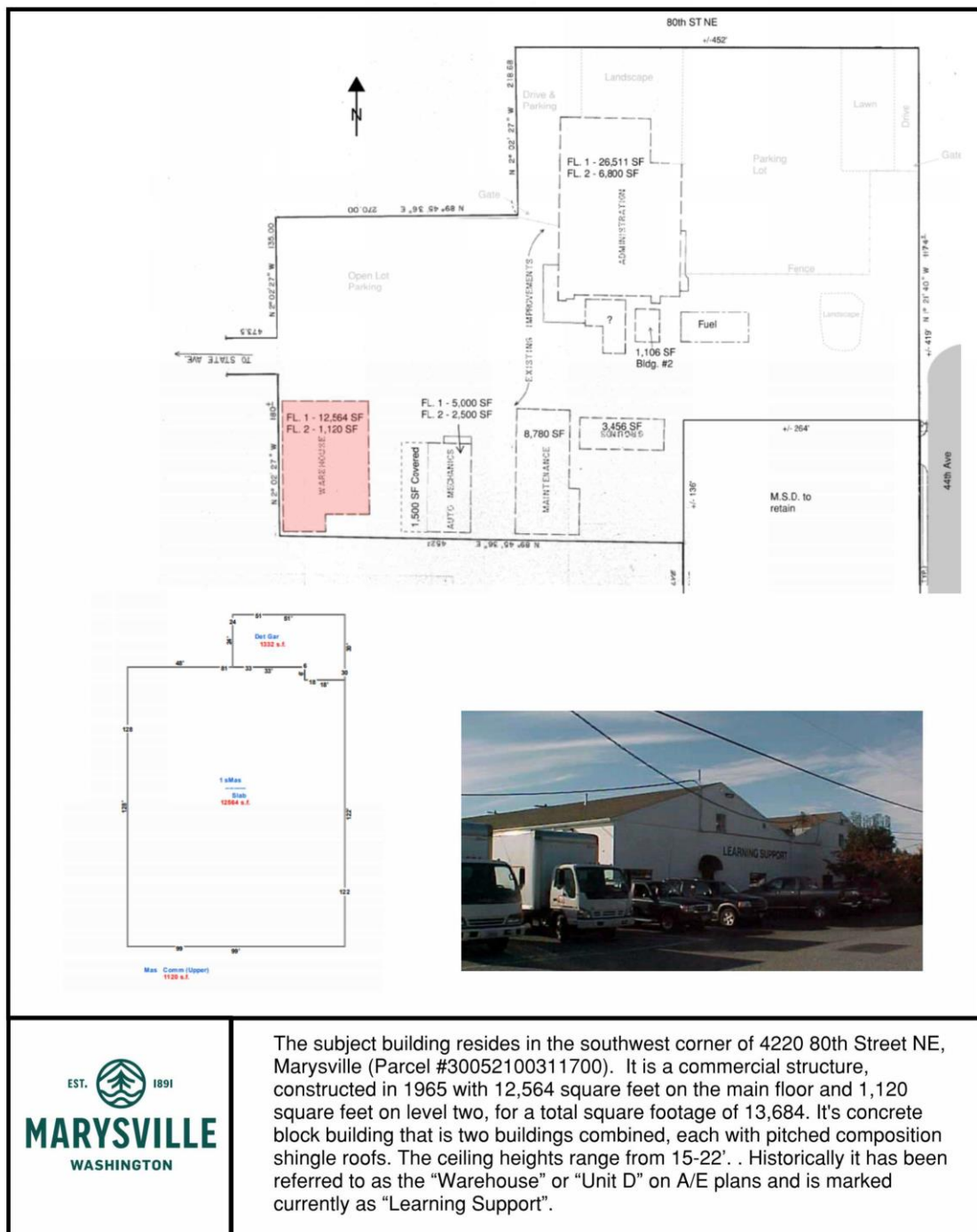
CITY OF MARYSVILLE,

By _____
JON NEHRING, Mayor

DATED this _____ day of _____, 2025.

MARYSVILLE SCHOOL DISTRICT 25

By _____
DEBORAH RUMBAUGH, Superintendent

EXHIBIT A



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending Chapter 5.72 of the Municipal Code in Regard to Massage Businesses and Practitioners

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

SUMMARY:

Chapter 5.72 of the municipal code regulates massage businesses and practitioners was adopted in 1986 and amended in 1989 and 1994. However, in 2007, the state legislature passed a law that is codified at RCW 18.108.210 that limits the city's authority to regulate licensed massage practitioners to treating them the same as other health professionals and prohibits the city from requiring any additional registrations or licenses for massage or massage practitioners that are not required of other health professionals.

Because RCW 18.108.210 renders many of the provisions of chapter 5.72 of the municipal code unenforceable or obsolete staff recommends repealing the provisions in the chapter to bring it into alignment with state law.

In 2015, the legislature criminalized the unlicensed practice of massage therapy and reflexology to protect public health and the city can adopt this provision -- RCW 18.108.035 -- so that police can utilize this if necessary and cases can be brought in the Marysville Municipal Court. Staff recommends adopting RCW 18.108.035 and a few other provisions of state law, including the definitions relevant to RCW 18.108.035.

ATTACHMENTS:

[Ordinance - Massage 3-11-25.pdf](#)
[Massage - adopted RCW's.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 5.72 OF THE MUNICIPAL CODE IN
REGARD TO MASSAGE BUSINESSES AND PRACTITIONERS.**

WHEREAS, chapter 5.72 of the municipal code regarding massage businesses and practitioners was adopted in 1986 and amended in 1989 and 1994; and

WHEREAS, in 2007 the state legislature passed a law that is codified at RCW 18.108.210; and

WHEREAS, this law limits the city's authority to regulate massage businesses and practitioners and

WHEREAS, in passing this law the legislature made a finding that "The legislature finds that licensed massage practitioners should be treated the same as other health professionals under Title 18 RCW and that additional registrations or licenses regulating massage or massage practitioners are not authorized."; and

WHEREAS, RCW 18.108.210 renders many of the provisions of chapter 5.72 of the municipal code obsolete; and

WHEREAS, in 2015, the legislature criminalized the unlicensed practice of massage therapy and reflexology to protect public health; and

WHEREAS, amending the municipal code to bring it into alignment with the revised code of Washington and adopt RCW 18.108.035 to prohibit the unlicensed practice of massage therapy and reflexology and related provisions will protect public health.

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

SECTION 1. Chapter 5.72 of the municipal code is amended as set forth in Exhibit A.

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 5.72 MESSAGE BUSINESSES AND PRACTITIONERS

Sections:

5.72.010 ~~Purpose~~ Statutes adopted by reference.

~~5.72.020~~ ~~Definitions.~~

~~5.72.030~~ ~~Exemptions.~~

~~5.72.050~~ ~~Massage practitioner's licenses.~~

~~5.72.060~~ ~~License application.~~

~~5.72.070~~ ~~Police investigation.~~

~~5.72.080~~ ~~Issuance and denials of licenses.~~

~~5.72.090~~ ~~Nontransferability of licenses.~~

~~5.72.100~~ ~~Operating rules and regulations.~~

~~5.72.110~~ ~~Inspection of massage premises.~~

~~5.72.120~~ ~~Grounds for denial, suspension or revocation of licenses.~~

~~5.72.140~~ ~~Criminal penalty.~~

5.72.010 ~~Purpose~~ Statutes adopted by reference.

~~The purpose of this chapter is to supplement Chapter 18.108 RCW for the regulation of massage businesses and practitioners. Such regulation is found to be necessary for the elimination of the injurious effects upon public health, safety and welfare which are caused by practices customarily associated with massage businesses (Ord. 1472, 1986).~~

The following statutes are adopted by reference:

RCW 18.108.010 – Definitions

RCW 18.108.030- Licensure or certification required

RCW 18.108.035 – Unlicensed practice – Penalties

RCW 18.108.040 - Advertising—Use of title

RCW 18.108.045 – Display of license or certification - Availability of photo identification

RCW 18.108.050 – Exemptions

5.72.020 Definitions.

In this chapter, unless the context otherwise requires, the following meanings shall apply:

- (1) “Massage” means the treatment of the superficial parts of the body, with or without the aid of soaps, oils or lotions, by rubbing, touching, stroking, tapping and kneading, including the use of equipment, machinery or appliances in connection with the foregoing;
- (2) “Massage business” means an operation or premises where massages are provided on a commercial basis;
- (3) “Massage practitioner” means a person engaged in the practice of massage. (Ord. 1472, 1986).

5.72.030 Exemptions.

The following businesses or persons are exempt from the application of this chapter:

- (1) An individual giving massage to members of his or her immediate family;
- (2) The practice of a profession by individuals who are licensed, certified or registered under the laws of the state of Washington and who are performing services within their authorized scope of practice;
- (3) Massage practiced at the athletic department of any institution maintained by the public funds of the state of Washington, or any of its political subdivisions;
- (4) Massage practiced at the athletic department of any school or college approved by the Washington State Department of Licensing as using recognized national, professional standards. (Ord. 2000 § 1, 1994; Ord. 1697 § 2, 1989; Ord. 1472, 1986).

5.72.050 Massage practitioner’s licenses.

No person shall be employed or perform services as a massage practitioner without first obtaining a massage practitioner’s license from the city. Any such license shall have a term of one year. The annual license fee shall be \$25.00. (Ord. 1472, 1986).

5.72.060 License application.

The following items and information shall be required parts of any application for a massage business license or a massage practitioner’s license, or any renewal thereof:

- (1) All applicants shall be fingerprinted by the Marysville police department, and shall pay the administrative cost of the same; this requirement may be waived in the case of license renewals.
- (2) All applicants shall be photographed by the Marysville police department, and shall pay the administrative cost of the same; this requirement may be waived in the case of license renewals.
- (3) All applicants shall be 18 years of age or older.

~~(4) All applicants for a practitioner's license shall submit written proof that they have a current massage practitioner's license issued by the Washington State Department of Licensing.~~

~~(5) All applicants shall fully and accurately identify themselves by name, any aliases used for the past five years, birthplace and birth date, and all home addresses for the past five years.~~

~~(6) The name and address of all massage businesses which the applicant currently owns or works in, or has owned or worked in for the past five years.~~

~~(7) Whether the applicant has been convicted of, or forfeited bail to, any crime, excluding minor traffic offenses, and if so, the name of the court in which the case was filed and the circumstances and disposition of the case.~~

~~(8) A statement identifying and explaining any and all discipline taken against the applicant by the Washington State Massage Examining Board.~~

~~(9) A written statement from a licensed doctor of medicine certifying that any person applying for a practitioner's license is in good health and does not suffer from any contagious or communicable disease.~~

~~(10) Whether the applicant has failed or refused to qualify for any massage business license or massage practitioner's license required by any municipal jurisdiction, or whether any such license has been revoked, denied or suspended.~~

~~(11) The address of the proposed massage business, or the address where the applicant will be employed.~~

~~(12) The percent of customers who will be under 18 years of age; and the percent of customers who will be referrals from physicians with written prescriptions for massage treatment. (Ord. 1697 §§ 1, 3, 4, 1989; Ord. 1472, 1986).~~

~~5.72.070 Police investigation.~~

~~Within 30 days after receipt of a license application, the city police department shall investigate the statements contained therein and make a written recommendation to the city clerk to grant or deny the license, or to require further information from the applicant. (Ord. 1472, 1986).~~

~~5.72.080 Issuance and denials of licenses.~~

~~(1) The city clerk shall immediately issue a license upon receiving evidence of the following:~~

~~(a) A complete application has been filed in compliance with this chapter;~~

~~(b) The police department has recommended that the license be issued;~~

~~(c) The compliance officer has granted zoning and building code clearance for the proposed business.~~

~~(2) If the city clerk fails or refuses to issue a license within 30 days after a complete application has been filed, or if the police department or compliance officer recommend denial of a license, the matter shall be scheduled for a public hearing before the city council. The applicant shall receive not less than seven days advance written notice of the public hearing, and shall have access to all information which the city staff intends to present to the city council. At the conclusion of the public hearing, the city council shall enter findings of fact and an order granting or denying the license. The decision of the city council shall be final, subject to appeal to the Snohomish County Superior Court within 14 days following such decision. (Ord. 1472, 1986).~~

5.72.090 Nontransferability of licenses.

~~(1) A massage practitioner's license shall be valid for only one person. It is not transferable to any other person.~~

~~(2) If a massage practitioner changes his or her place of employment during the term of the practitioner's license, said license must be returned to the city and reissued showing the name and address of the new place of employment. (Ord. 1697 § 1, 1989; Ord. 1472, 1986).~~

5.72.100 Operating rules and regulations.

The following operating rules and regulations shall apply to all massage businesses and licensed massage practitioners:

~~(1) All massage businesses shall be closed, and all services performed shall be discontinued, between the hours of 10:00 p.m. and 6:00 a.m.~~

~~(2) Liquor and controlled substances shall not be distributed or consumed on the premises of a massage business.~~

~~(3) A list of all services offered with a brief description of what the service entails, along with the cost for such service, must be posted in a prominent place in all massage businesses. All business transactions with customers must be conducted in accordance with said posted list.~~

~~(4) It is unlawful for any owner, proprietor, manager or person in charge of any massage business to employ in such establishment any person under the age of 18 years, or to cause or permit any person to perform services as a massage practitioner who does not have a valid massage practitioner's license issued by the city.~~

~~(5) It is unlawful for any owner, proprietor, manager or person in charge of any massage business, or any agent or employee of such a business, to admit anyone under the age of 18 years of age and to permit them to remain in or about the premises unless such person under the age of 18 years is accompanied by his or her parent or legal guardian, or as a written consent form signed by his or her parent or legal guardian.~~

~~(6) It is unlawful for any owner, proprietor, manager or person in charge of any massage business, or any agent or employee of such a business, to knowingly harbor, admit, receive or permit to be or remain in or about the massage business premises, any prostitute, lewd or~~

~~dissolute person, or any drunk or boisterous person, or any person under the influence of any controlled substance.~~

~~(7) It is unlawful for any owner, proprietor, manager or person in charge of any massage business, or any agent or employee of such a business, to encourage or permit any person to expose, touch, caress or fondle the genitals, pubic region, anus or female breasts of any other person; or to perform or simulate acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any other sexual acts prohibited by law.~~

~~(8) The premises and equipment of a massage business establishment shall be maintained in a clean, safe and sanitary manner, and shall be in full compliance with the requirements of the Snohomish Health District and WAC 308-51-050 and WAC 308-51-060.~~

~~(9) A person suffering from infectious or contagious diseases shall not be treated by any licensed massage business or massage practitioner. A massage practitioner who is suffering from infectious or contagious diseases shall not perform any massage services. (Ord. 1697 § 5, 1989; Ord. 1472, 1986).~~

~~5.72.110 Inspection of massage premises.~~

~~(1) Any city police officer may visit and inspect the premises of a massage business at any time when such premises are open for business. Such inspection shall be limited to the following purposes:~~

~~(a) To ascertain whether or not all massage practitioners working on the premises are properly licensed;~~

~~(b) To ascertain whether or not the operating rules and regulations specified in this chapter are being complied with in full.~~

~~(2) This section shall not be construed to permit the physical, forcible entry by a police officer into any area of a massage business without a search warrant, but refusal to permit inspection, for the purposes set out above, shall be grounds for revocation or suspension of a massage business license. (Ord. 1472, 1986).~~

~~5.72.120 Grounds for denial, suspension or revocation of licenses.~~

~~(1) The city may deny issuance or renewal of any license authorized under this chapter, or may suspend or revoke any such license, if it finds that the applicant or the licensee, or any manager, officer, director, agent or employee of an applicant or licensee, has caused, permitted or knowingly done any of the following:~~

~~(a) Has made any false statement or representation, or has failed to disclose any material information, to the city or to any agent or employee of the city in connection with the license application or the use of said license in a massage business;~~

~~(b) Has violated any provision of this chapter;~~

~~(c) At any time during the term of a license issued by the city, the licensee fails to maintain a current massage practitioner's license issued by the Washington State Department of Licensing;~~

~~(d) Is operating, or proposes to operate, a massage business which constitutes an adult massage parlor, as defined in Chapter 22A.020 MMC, without complying with the zoning requirements of that chapter.~~

~~(2) Any complaint seeking suspension or revocation of a massage practitioner's license shall be filed with the city clerk and scheduled for a public hearing before the city council. The license holder shall be provided not less than seven days' advance written notice of the public hearing and shall have access to all written reports or accusations which have been filed with the city clerk. At the conclusion of the public hearing the city council shall enter findings of fact and an order regarding the suspension or revocation of the license in question. Said order shall be final, subject to appeal to the Snohomish County Superior Court within 14 days following such decision. (Ord. 1697 §§ 6, 7, 1989; Ord. 1472, 1986).~~

~~5.72.140 Criminal penalty.~~

~~Any person who violates any of the provisions of this chapter shall be guilty of a gross misdemeanor.~~

RCW 18.108.010

Definitions.

In this chapter, unless the context otherwise requires, the following meanings shall apply:

(1) "Animal massage therapist" means an individual with a license to practice massage therapy in this state with additional training in animal therapy.

(2) "Board" means the Washington state board of massage.

(3) "Certified reflexologist" means an individual who is certified under this chapter.

(4) "Health carrier" means the same as the definition in RCW 48.43.005.

(5) "Intraoral massage" means the manipulation or pressure of soft tissue inside the mouth or oral cavity for therapeutic purposes.

(6) "Massage" and "massage therapy" mean a health care service involving the external manipulation or pressure of soft tissue for therapeutic purposes. Massage therapy includes techniques such as tapping, compressions, friction, reflexology, Swedish gymnastics or movements, gliding, kneading, shaking, and fascial or connective tissue stretching, with or without the aids of superficial heat, cold, water, lubricants, or salts. Massage therapy does not include diagnosis or attempts to adjust or manipulate any articulations of the body or spine or mobilization of these articulations by the use of a thrusting force, nor does it include genital manipulation.

(7) "Massage business" means the operation of a business where massages are given.

(8) "Massage therapist" means an individual licensed under this chapter.

(9) "Reflexology" means a health care service that is limited to applying alternating pressure with thumb and finger techniques to reflexive areas of the lower one-third of the extremities, feet, hands, and outer ears based on reflex maps. Reflexology does not include the diagnosis of or treatment for specific diseases, or joint manipulations.

(10) "Reflexology business" means the operation of a business where reflexology services are provided.

(11) "Secretary" means the secretary of health or the secretary's designee. [2016 c 41 s 1. Prior: 2012 c 137 s 3; 2007 c 272 s 1; 2002 c 277 s 1; 2001 c 297 s 2; 1997 c 297 s 2; 1991 c 3 s 252; 1987 c 443 s 2; 1979 c 158 s 74; 1975 1st ex.s. c 280 s 1.]

NOTES:

Effective date—2016 c 41: "This act takes effect July 1, 2017." [[2016 c 41 s 28.](#)]

Finding—Purpose—Rules—Effective date—2012 c 137: See notes following RCW [18.108.005](#).

Findings—Intent—2001 c 297: "The legislature finds that massage therapists have contributed significantly to the welfare of humans. The legislature also finds that massage therapists can have a significant positive impact on the well-being of animals, especially in the equine industry.

It is the legislature's intent to have the Washington state board of massage adopt rules under their current authority providing for an endorsement for currently licensed massage practitioners to perform animal massage upon completion of certain training courses." [[2001 c 297 s 1.](#)]

RCW [18.108.030](#)

Licensure or certification required.

(1)(a) No person may practice or represent himself or herself as a massage therapist without first applying for and receiving from the department a license to practice. However, this subsection does not prohibit a certified reflexologist from practicing reflexology.

(b) A person represents himself or herself as a massage therapist when the person adopts or uses any title or any description of services that incorporates one or more of the following terms or designations: Massage, massage practitioner, massage therapist, massage therapy, therapeutic massage, massage technician, massage technology, massagist, masseur, masseuse, myotherapist or myotherapy, touch therapist, reflexologist except when used by a certified reflexologist, acupressurist, body therapy or body therapist, or any derivation of those terms that implies a massage technique or method.

(2)(a) No person may practice reflexology or represent himself or herself as a reflexologist by use of any title without first being certified as a reflexologist or licensed as a massage therapist by the department.

(b) A person represents himself or herself as a reflexologist when the person adopts or uses any title in any description of services that incorporates one or more of the following terms or designations: Reflexologist, reflexology, foot pressure therapy, foot reflex therapy, or any derivation of those terms that implies a reflexology technique or method. However, this

subsection does not prohibit a licensed massage therapist from using any of these terms as a description of services.

(c) A person may not use the term "certified reflexologist" without first being certified by the department.

[[2016 c 41 s 3](#); [2012 c 137 s 5](#); [1995 c 198 s 15](#); [1987 c 443 s 3](#); [1975 1st ex.s. c 280 s 3](#).]

NOTES:

Effective date—2016 c 41: See note following RCW [18.108.010](#).

Finding—Purpose—Rules—Effective date—2012 c 137: See notes following RCW [18.108.005](#).

RCW [18.108.035](#)

Unlicensed practice—Penalties.

The following penalties must be imposed upon an owner of a massage business or reflexology business where the unlicensed practice of massage therapy or reflexology has been committed:

(1) Any person who with knowledge or criminal negligence allows or permits the unlicensed practice of massage therapy or reflexology to be committed within his or her massage business or reflexology business by another is guilty of a misdemeanor for a single violation.

(2) Each subsequent violation, whether alleged in the same or in subsequent prosecutions, is a gross misdemeanor punishable according to chapter [9A.20](#) RCW.

[[2015 c 18 s 1](#).]

RCW [18.108.040](#)

Advertising—Use of title.

(1)(a) It shall be unlawful to advertise the practice of massage using the term massage or any other term that implies a massage technique or method in any public or private

publication or communication by a person not licensed by the secretary as a massage therapist. However, this subsection does not prohibit a certified reflexologist from using the term reflexology or derivations of the term, subject to subsection (2)(b) of this section.

(b) Any person who holds a license to practice as a massage therapist in this state may use the title "licensed massage therapist" and the abbreviation "L.M.T." No other persons may assume such title or use such abbreviation or any other word, letters, signs, or figures to indicate that the person using the title is a licensed massage therapist.

(c) A massage therapist's name and license number must conspicuously appear on all of the massage therapist's advertisements.

(2)(a) It is unlawful to advertise the practice of reflexology or use any other term that implies reflexology technique or method in any public or private publication or communication by a person not certified by the secretary as a reflexologist or licensed as a massage therapist.

(b) A person certified as a reflexologist may not adopt or use any title or description of services, including for purposes of advertising, that incorporates one or more of the following terms or designations: Massage, masseuse, massager, massagist, masseur, myotherapist or myotherapy, touch therapist, body therapy or therapist, or any derivation of those terms that implies a massage technique or therapy unless the person is also licensed under this chapter as a massage therapist.

(c) A reflexologist's name and certification number must conspicuously appear on all of the reflexologist's advertisements.

[[2016 c 41 s 4](#); [2012 c 137 s 6](#); [2011 c 223 s 1](#); [1995 c 353 s 1](#); [1991 c 3 s 255](#); [1987 c 443 s 4](#); [1975 1st ex.s. c 280 s 4](#).]

NOTES:

Effective date—2016 c 41: See note following RCW [18.108.010](#).

Finding—Purpose—Rules—Effective date—2012 c 137: See notes following RCW [18.108.005](#).

RCW [18.108.045](#)

Display of license or certification—Availability of photo identification.

(1) A massage therapist licensed under this chapter or a reflexologist certified under this chapter must conspicuously display his or her credential in his or her principal place of business. If the licensed massage therapist or certified reflexologist does not have a principal place of business or conducts business in any other location, he or she must have a copy of his or her credential available for inspection while performing services within his or her authorized scope of practice.

(2) A massage therapist licensed under this chapter or a reflexologist certified under this chapter must have government-issued photo identification on his or her person or have it be available for inspection by city, county, or state law enforcement or department personnel at all times he or she practices massage therapy or reflexology. The name of the massage therapist or reflexologist on the government-issued photo identification must match the name on the massage therapy license or reflexology certification.

[[2020 c 295 s 1](#); [2016 c 41 s 5](#); [2012 c 137 s 7](#); [2011 c 223 s 2](#).]

NOTES:

Effective date—2016 c 41: See note following RCW [18.108.010](#).

Finding—Purpose—Rules—Effective date—2012 c 137: See notes following RCW [18.108.005](#).

RCW [18.108.050](#)

Exemptions.

This chapter does not apply to:

- (1) An individual giving massage or reflexology to members of his or her immediate family;
- (2) The practice of a profession by individuals who are licensed, certified, or registered under other laws of this state and who are performing services within their authorized scope of practice;
- (3) Massage or reflexology practiced at the athletic department of:
 - (a) Any institution maintained by the public funds of the state, or any of its political subdivisions;
 - (b) Any primary or secondary school or institution of higher education;

(c) Any school or college approved by the department of health by rule using recognized national professional standards; or

(d) Any nonprofit organization licensed under RCW [66.24.400](#) and [66.24.450](#);

(4) Students enrolled in an approved massage school, approved program, or approved apprenticeship program, practicing massage techniques, incidental to the massage school or program and supervised by the approved school or program. Students must identify themselves as a student when performing massage services on members of the public. Students may not be compensated for the massage services they provide;

(5) Students enrolled in an approved reflexology school, approved program, or approved apprenticeship program, practicing reflexology techniques, incidental to the reflexologist school or program and supervised by the approved school or program. Students must identify themselves as a student when performing reflexology services on members of the public. Students may not be compensated for the reflexology services they provide; or

(6)(a) Individuals who have completed a somatic education training program approved by the secretary.

(b) For purposes of this subsection (6), "somatic education" means: Using minimal touch, words, and directed movement to deepen awareness of existing patterns of movement and suggest new possibilities of movement; and using minimal touch over specific points of the body to facilitate balance in the nervous system. It includes: (i) Any somatic education training program approved by the secretary as of July 23, 2017; (ii) the practice of orthobionomy; and (iii) the Feldenkrais method of somatic education.

[[2017 c 77 s 1](#); [2012 c 137 s 8](#); [2002 c 277 s 2](#); [1997 c 297 s 3](#); [1995 c 198 s 16](#); [1987 c 443 s 5](#); [1975 1st ex.s. c 280 s 5](#).]

NOTES:

Finding—Purpose—Rules—Effective date—2012 c 137: See notes following RCW [18.108.005](#).



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending Chapter 7.05 of the Municipal Code to Prohibit Camping in Recreational Vehicles on City Streets and Property

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

SUMMARY:

This ordinance amends chapter 7.05 of the municipal code to prohibit camping in RV's:

1. It eliminates the exemption for RV's in the camping code and makes it a crime to occupy a motor vehicle or RV with the intent to occupy it as a temporary or permanent habitation (on streets or city property). Also clarifies that it is not a crime to do so in an approved RV park or pursuant to a temporary use permit, both of which are currently authorized by MMC 22C.240.020.
2. There are some changes to definitions, e.g. eliminating the definition of "camp" because it is not necessary, broadening the definition of "street" to include sidewalks, planting strips, and medians.
3. It makes it a crime to occupy camp facilities, a motor vehicle, or an RV or use camp paraphernalia with the *intent* to occupy or use them for temporary or permanent habitation. This distinguishes a person just sitting in their car waiting to pick up their kid (i.e. someone "occupying" a car) or a mom who puts up a sun screen for her baby in the park (i.e. someone "using" camp paraphernalia) from those who are actually camping.
4. It eliminates the stair step increase in the amount of fine that cannot be suspended.
5. It eliminates the permit system for camping that is under the authority of the police chief and references MMC 22C.240.020 to allow occupying an RV pursuant to a valid city-issued permit (special event permit, temporary use permit, etc.) if there is an event that requires camping in some form.
6. It amends MMC 22C.240.020 to clarify that a violation (living in an RV that's not in an RV park) is subject to the penalty in 7.05 MMC. It is currently subject to title 4 MMC, so it's a civil infraction that can become a crime after it is found committed twice.

ATTACHMENTS:

[Ordinance - Camping Chapter.pdf](#)

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 7.05 OF THE MUNICIPAL CODE TO PROHIBIT CAMPING IN RECREATIONAL VEHICLES ON CITY STREETS AND PROPERTY.

WHEREAS, camping is prohibited on city rights-of-way and city property; and

WHEREAS, camping on city streets and property presents health and safety risks including sanitation and noise; and

WHEREAS, camping on public way and property is incompatible with the use of these areas and zoning regulations; and

WHEREAS, recreational vehicles are currently exempt from the prohibition on camping, but present the same health and safety risks and incompatibility as other types of camping; and

WHEREAS, section 22C.240.020 of the municipal code provides that "No recreational vehicle shall be occupied overnight unless the same is parked inside an approved recreational vehicle park."; and

WHEREAS, chapter 7.05 of the municipal code should be amended to harmonize it with section 22C.240.020; and

WHEREAS, section 22C.240.020 should be amended to harmonize it with the amendments to chapter 7.05 of the municipal code; and

WHEREAS, these amendments will enhance public health and safety.

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

SECTION 1. Chapter 7.05 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 22C.240.020 of the municipal code is amended as set forth in in Exhibit B.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or

constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 7.05 CAMPING

Sections:

7.05.010 Unlawful camping.

7.05.020 Storage of personal property in public places.

7.05.030 Definitions.

7.05.040 Penalty for violations.

7.05.050 Parked recreational vehicles exempt.

~~7.05.060 Permit.~~

7.05.010 Unlawful camping.

It ~~shall be~~ unlawful for any person to camp, occupy camp facilities, or use camp paraphernalia with the intent to occupy or use them for temporary or permanent habitation in the following areas, except as otherwise provided by ordinance ~~or as permitted pursuant to MMC 7.05.060~~:

(1) Any park;

(2) Any street;

(3) Any ~~publicly city~~ owned parking lot or ~~publicly city~~ owned ~~area~~ property, improved or unimproved.

7.05.011 Unlawful habitation in motor vehicles or recreational vehicles.

It is unlawful to occupy a motor vehicle or recreational vehicle with the intent to occupy it as a temporary or permanent habitation in the following areas, except as otherwise provided by ordinance:

(1) Any park;

(2) Any street;

(3) Any city owned parking lot or city owned property, improved or unimproved.

7.05.020 Storage of personal property in public places.

It ~~shall be~~ unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas, except as otherwise provided by ordinance ~~or as permitted pursuant to MMC 7.05.060:~~

(1) Any park;

(2) Any street;

(3) Any ~~publicly city~~ owned parking lot or ~~publicly city~~ owned ~~area~~ property, improved or unimproved.

7.05.030 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

~~(1) “Camp” means to pitch or occupy camp facilities, to use camp paraphernalia.~~

~~(2)~~ “Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.

~~(32)~~ “Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, ~~or and noncity designated~~ cooking facilities and similar equipment except those designated by the city.

~~(43)~~ “Park” means those areas subject to the executive and administrative responsibility of the parks and recreation department established by Chapter [2.20](#) MMC.

~~(54)~~ “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

(5) “Recreational Vehicle” means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle.

(6) “Street” means any highway, lane, road, street, right-of-way, boulevard, alley and every way or place in Marysville open as a matter of right to public vehicular or pedestrian travel, and including all sidewalks, planting strips, medians, and islands within the right-of-way.

7.05.040 Penalty for violations.

~~(1) Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:~~

~~(2) It is not a violation of this chapter to occupy a recreational vehicle in compliance with MMC 22C.240.020.~~

~~(1) First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.~~

~~(2) Second Offense. Every person who violates any of the provisions of this chapter a second time within a five year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.~~

~~(3) Third or Subsequent Offense. Every person who violates any of the provisions of this chapter a third or more times within a five year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.~~

~~(4) If a person is unable to pay the monetary penalty set forth in subsections (1), (2) or (3) of this section, the court may order performance of a number of hours of community service in lieu of a monetary penalty. (Ord. 2159 § 1, 1997).~~

7.05.050 Parked recreational vehicles exempt.

~~The provisions of this chapter shall not apply to recreational vehicles parked on any residential street for a period of not greater than 24 hours. For purposes of this chapter, "recreational vehicle" means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot; provided, that recreational vehicles not owned by the owner or tenant of real property may park on the real property of another for a period not exceeding 14 consecutive days in a one year period. (Ord. 2337 § 1, 2000; Ord. 2159 § 1, 1997).~~

7.05.060 Permit.

~~(1) The chief of police is authorized to permit persons to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Marysville.~~

~~(2) The chief of police shall approve a permit as provided under this section when, from a consideration of the application and from such other information as may otherwise be obtained, the chief finds that:~~

~~(a) Adequate sanitary facilities are provided and accessible at or near the camp site;~~

~~(b) Adequate trash receptacles and trash collection is to be provided;~~

~~(c) The camping activity will not unreasonably disturb or interfere with the peace, comfort and repose of private property owners; and~~

~~(d) The camping activity is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.~~

~~(3) The chief of police is authorized to promulgate rules and regulations regarding the implementation and enforcement of this chapter.~~

~~(4) No permit shall be issued for a period of time in excess of seven calendar days.~~

~~(5) Any person denied a permit may appeal the denial to city council. Notice of appeal must be in writing, and filed with the city clerk within seven calendar days from the date notice of the denial is received. (Ord. 2159 § 1, 1997).~~

EXHIBIT B

22C.240.020 General requirements.

(1) No recreational vehicle shall be occupied overnight unless the same is parked inside an approved recreational vehicle park. An exception to this rule may be granted for temporary uses ~~as defined in Chapter 22C.110 MMC, subject to strict compliance with the requirements of said section~~ of a recreational vehicle under the authority of a permit issued by the city that specifically sets forth the limitations of the recreational vehicle's use and the period of time it may be used.

~~(2) Any person occupying a recreational vehicle overnight in any park, on any street, or on any city owned parking lot or city owned property, improved or unimproved, is subject to the penalties set forth in chapter 7.05 MMC.~~

~~(23)~~ No recreational vehicle shall be occupied for commercial purposes anywhere in the city of Marysville. An exception to this rule may be granted for temporary uses as defined in Chapter 22C.110 MMC, subject to strict compliance with the requirements of said section.

~~(34)~~ No recreational vehicle shall be used as a permanent place of abode, or dwelling, for indefinite periods of time. Occupancy in a park for more than 180 days in any 12-month period shall be conclusively deemed to be permanent occupancy. Any action toward removal of wheels of a recreational vehicle, except for temporary purposes of repair, or placement of the unit on a foundation, is hereby prohibited.

~~(45)~~ No external appurtenances, such as carports, cabanas or patios, may be attached to any recreational vehicle while it is in a park.

~~(56)~~ No space within a recreational vehicle park shall be rented for any purpose other than those expressly allowed by this chapter.

~~(67)~~ No person, company or corporation shall establish or modify a recreational vehicle park without first complying with the provisions of this chapter.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: City Attorney Jon Walker, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: New Business

SUBJECT: An **Ordinance** Amending Chapter 11.08 of the Municipal Code to Regulate Recreational Vehicle Parking

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

SUMMARY: This ordinance limits RV parking to four hours per day and the time period is not restarted by moving the RV more than two blocks (i.e. no chain parking). This is a parking infraction.

ATTACHMENTS:
[Ordinance - RV Parking.pdf](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 11.08 OF THE MUNICIPAL CODE TO
REGULATE RECREATIONAL VEHICLE PARKING.**

WHEREAS, the City's streets and rights-of-way are for the public convenience and use;
and

WHEREAS, recreational vehicles are designed for habitation; and

WHEREAS, chapter 7.05 of the municipal code prohibits occupying a recreational
vehicle on streets and city property for the purpose of habitation; and

WHEREAS, section 11.08.030 permits most vehicles to park for up to 72 hours; and

WHEREAS, section 11.08.200 currently permits recreational vehicles to park for up to
24 hours and permits the reparking of a recreational vehicles for additional periods of 24 hours if
the recreational vehicle is moved more than two blocks from the location it was parked; and

WHEREAS, permitting parking for 24 hours or other extended time period is inconsistent
with the prohibition on occupying a recreational vehicle for the purposes of habitation; and

WHEREAS, four hours is sufficient time for a person to patronize businesses or
temporarily visit residents of the city; and

WHEREAS, public health and safety will be enhanced by limiting the time period for
recreational vehicle parking.

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

- A. SECTION 1. Section 11.08.020 of the municipal code is amended as set forth in Exhibit
- B. SECTION 2. Section 11.08.030 of the municipal code is amended as set forth in Exhibit
- C. SECTION 3. Section 11.08.200 of the municipal code is amended as set forth in Exhibit

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 5. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 6. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2025.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

11.08.020 Definitions.

Unless otherwise provided or unless the context clearly requires a different meaning, the following terms shall have the meaning given to them herein:

“Alley” means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.

“Alley entrance” means that portion of the street which provides access to an alley through curb cut or a depression in the constructed curb or, when there is no constructed curb, that are in front of such alley as is well defined or is designated by authorized signs, markings or existing physical features. “Alley entrance” shall include an alley exit for one-way alleys.

“Bus” means every motor vehicle designed for carrying more than 10 passengers and used for transportation of persons, and every motor vehicle, other than taxicabs, designed and used for the transportation of persons for compensation.

“Bus stop” means a fixed portion of the highway parallel and adjacent to the curb and designated by a sign to be reserved exclusively for buses for layover in operating schedules or while waiting for, loading or unloading passengers; provided, that such bus provides regularly scheduled service within the city.

“Camper” means a structure designed to be mounted upon a motor vehicle and which provides facilities for human habitation or for temporary outdoor or recreational lodging.

“City” means the city of Marysville.

“City street” or “street” means every public highway or part thereof located within the limits of the city, except alleys.

“Crosswalk” means that portion of the roadway between the intersection area and a prolongation or connection of the farthest sidewalk line or in the event there are no improved sidewalks, then between the intersection area and a line 10 feet therefrom, except as modified by a marked crosswalk.

“Curb” or “curb line” means the edge of a roadway, either marked by curbing construction or not.

“Fire exit” means that portion of any street contiguous to and opposite any outside court, corridor, passage, fire escape, exit or entrance door, or any other place adjacent to, or any door opening in an outer wall of any building containing, in whole or in part, any theater, public auditorium, church, dance hall or other public assembly through which the public must pass to leave such building.

“Fire zone” means an area of street in the vicinity of churches, schools, hospitals, theaters or other public buildings; and an area along curves, narrow streets and in alleys to facilitate unimpeded exit from such buildings by large numbers of persons and to facilitate adequate maneuvering room for fire apparatus at all times.

“Highway” means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

“Intersection” means the area embraced within the prolongation of the lateral curb lines or, if there are no curbs, then the lateral roadway boundary lines of two or more streets which join one another at an angle, whether or not such streets cross one another. The junction of an alley with a street or highway shall not constitute an intersection for purposes of this ordinance.

“Legal owner” means a person having a security interest in a vehicle perfected in accordance with Chapter 46.12 RCW or the registered owner of a vehicle unencumbered by a security interest or the lessor of a vehicle unencumbered by a security interest.

“Loading zone” means a space reserved for the exclusive use of vehicles during the loading or unloading of property or passengers.

“Motorcycle” means every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

“Motor home” means motor vehicles originally designed, reconstructed or permanently altered to provide human habitation.

“Motor vehicle” means every vehicle which is self propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

“Operator” or “driver” means every person who drives or is in actual physical control of a vehicle.

“Ordinance” means the city’s parking regulation ordinance codified in this chapter.

“Owner” means a person who has lawful right of possession of a vehicle by reason of obtaining it by purchase, exchange, gift, lease, inheritance or legal action whether or not the vehicle is subject to a security interest and means registered owner where the reference to owner may be construed as either to registered or legal owner.

“Park” or “parking” means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading of property or passengers.

“Parking enforcement officer” means an employee of the city under the direction of the police department who is responsible, along with the city’s police officers, to enforce the provisions of this chapter.

“Parking space” means any space which is duly designated for the parking of a single vehicle by appropriate markings on the pavement and/or the curb.

“Parking violation” means a traffic infraction which is the infringement of any parking regulation adopted by the city.

“Passenger loading zone” means a place reserved for the exclusive use of vehicles while receiving or discharging passengers.

“Planting strip” means the portion of a highway lying between the constructed curb and the property line exclusive of the sidewalk area.

“Police officer” means a law enforcement officer of the city of Marysville.

“Recreational Vehicle” means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle.

“Registered owner” means the person whose lawful right of possession of a vehicle has most recently been recorded with the Washington State Department of Licensing.

“Roadway” means that portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder, even though such sidewalk or shoulder is used by persons riding bicycles.

“Safety zone” means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards or otherwise, so as to be plainly discernible.

“Sidewalk” means the property between the curb lines or for the lateral lines of a roadway and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a public highway and dedicated to use by pedestrians.

“Stand” or “standing” means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

“Stop” or “stopping” means any halting of a vehicle resulting in complete cessation from movement, even momentarily.

“Tow-away zone” means a portion of a street or alley that is signed or marked as a tow-away zone.

“Trailer” includes every vehicle without power designed for being drawn by or used in conjunction with a motor vehicle.

“Truck” means any motor vehicle designed or used for the transportation of commodities, merchandise, produce, freight or animals.

“Truck loading zone” means a designated portion of the street reserved for the exclusive use of truck-licensed commercial vehicles during the loading and unloading of materials.

“Vehicle” means every device capable of being moved upon a highway and in, upon or by which any person or property is or may be transported or drawn upon a public highway, including mopeds, excepting devices moved by human or animal power or used exclusively upon stationary rails or tracks. For purposes of this chapter, the definition of vehicle encompasses, but is not limited to, motor vehicles, trailers, trucks and motorcycles.

EXHIBIT B

11.08.030 Stopping, standing or parking prohibited in specified places.

(1) Except when necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a police officer or official traffic control device, no person shall:

(a) Stop, stand or park a vehicle:

(i) On the roadway side of any vehicle stopped or parked at the edge or curb of a street,

(ii) On a sidewalk or street planting strip,

(iii) Within an intersection,

(iv) On a crosswalk,

(v) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone,

(vi) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic,

(vii) Upon any bridge or other elevated structure upon a highway or within a highway tunnel,

(viii) On any railroad tracks,

(ix) In the area between roadways of a divided highway, including cross-overs,

(x) At any place where official signs prohibit stopping, or

(xi) Within any fire zone or fire exit;

(b) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

(i) In front of a public or private driveway or within five feet of the end of the curb radius leading thereto,

- (ii) Within 15 feet of a fire hydrant,
 - (iii) Within 20 feet of a crosswalk,
 - (iv) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign or traffic control signal located at the side of a roadway,
 - (v) Within 20 feet of the driveway entrance to any and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly signed,
 - (vi) At any place where official signs prohibit standing, or
 - (vii) At any place where city barricades are placed;
- (c) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers;
- (i) Within 50 feet of the nearest rail of a railroad crossing, or
 - (ii) At any place where official signs prohibit parking;
- (d) Reserve or attempt to reserve any portion of a street or alley for the purpose of stopping, standing, or parking to the exclusion of any other like person, nor shall any person be granted such right.
- (2) Parking or standing shall be permitted in the manner provided by law at all other places except where a time limitation or parking restriction has been imposed.
- (3) No one shall leave a vehicle, boat trailer, ~~recreation trailer, camper,~~ or other licensed or unlicensed vehicle or device parked for a period of time longer than three consecutive days on any public street or alley right-of-way.
- (4) No person shall move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such a distance as is prohibited.

EXHIBIT C

11.08.200 Parking recreational vehicles and trucks.

(1) No person shall park or park and detach any recreational vehicle ~~(as defined in MMC 7.05.050)~~ upon any street or alley; provided, however, a recreational vehicle may park on a city street for a maximum period of ~~24~~four hours, provided said recreational vehicle does not violate any parking restrictions (such as posted time zones) ~~and~~, meets all other parking regulations, and is not in violation of chapter 7.05 of the municipal code. It shall be a parking violation ~~to move or re-park a recreational vehicle within two blocks of any location where the recreational vehicle has previously parked in a residential zone for up to the 24-hour limit provided in this section to park a recreational vehicle for more than four hours on any day within the city regardless of whether the recreational vehicle moves to another location.~~

(2) A tractor-trailer combination may be parked only on the following streets: 47th Avenue NE south of the 1st Street Bypass. Unattached trailers and dollies of such combinations may be parked only where combinations are allowed to be parked. When parked, blocks must be placed under the trailer legs and the trailer must be marked with reflectorized devices that meet all industry standards. It is a violation to park in any other public rights-of-way.

(3) Trucks or tractor-trailer combinations may temporarily park within the untraveled portion of a city street or alley when property is actively being loaded or unloaded from such vehicle; or when the vehicle is a city vehicle or public utility vehicle providing a service to the public; or the vehicle is an emergency vehicle; or such vehicle is currently used at and is located at a specific location within a residential zone for the purpose of assisting in the providing of services such as construction, carpentry, plumbing or landscaping to such residence or location.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 24, 2025

SUBMITTED BY: CD Director Haylie Miller, Community Development

ITEM TYPE: Action Item

AGENDA SECTION: **Mayor's Business**

SUBJECT: Hearing Examiner Appointments

SUGGESTED ACTION: Recommended Motions (2 separate):
 I move to confirm the mayor's re-appointment of Kevin McDonald as a Marysville Hearing Examiner.

I move to confirm the appointment of Gary McLean to serve as a Marysville Hearing Examiner.

SUMMARY: According to Marysville Municipal Code section 22G.060.030, the mayor is authorized to appoint one or more hearing examiners subject to confirmation by the majority vote by city council.

Kevin McDonald is the city's current hearing examiner and has served the city since 2014. Mayor Nehring re-appoints Kevin McDonald as hearing examiner and requests Council confirmation. Mr. McDonald is a Principal Transportation Planner for the City of Bellevue, Washington and he has served as the Hearing Examiner for the City of Marysville, WA since 2014. Kevin is involved extensively in policy development and implementation strategies related to transportation, land use and the urban environment. He serves as the staff executive secretary to the Transportation Commission in support of their deliberations on policy recommendations at the direction of the Bellevue City Council. Kevin is a resident of Seattle and served eight years as a member of the Seattle Planning Commission. Kevin has a Master of Urban Planning degree and a Bachelor of Science degree in Forest Management, from the University of Washington.

Mayor Nehring has appointed Gary McLean to serve as a second hearing examiner and requests Council confirmation. Mr. McLean is a licensed and practicing attorney. He received his J.D. from Vanderbilt Law School and started his legal career in private practice at a large Seattle law firm followed by public-sector work as an Assistant City Attorney for the City of Seattle, City Attorney for Des Moines and Puyallup, and City Manager for the City of Puyallup. He has served as a contract Hearing Officer for civil service and other commissions around the state, including Bellevue, Seattle, Olympia, Orting, Pacific, and the State of Washington Conservation Commission. Since 2010, he has served as a hearing examiner for local jurisdictions around the state, including the cities of Bellevue, North Bend, Poulsbo, Richland, Jefferson and San Juan Counties. He served as President of the Hearing Examiner Association of Washington for six years, and continues to serve as its Vice President, helping to organize and coordinate the Hearing Examiners' annual CLE conference. He is a former WSAMA Board Member.

He has presided over hundreds of matters, including SEPA appeals, development permit applications, complex Shoreline permits, conditional use reviews, rezones, LID assessment challenges, personnel/civil service matters, complex code enforcement matters, and tax appeals.

ATTACHMENTS: