



**CITY COUNCIL WORK SESSION
MONDAY, JULY 1, 2024 – 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

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Discussion Items

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

Consent

1. June 25, 2024 Payroll in the Amount of \$2,454,729.27 Paid by EFT Transactions and Check Numbers 35323 through 35352 with Check Number 136490 Voided
2. June 26, 2024 Claims in the Amount of \$1,135,874.65 Paid by EFT Transactions and Check Numbers 171016 through 171121 with Check Numbers 160157, 164583, 170404, 170587, 170697 and 170698 Voided
[062624.rtf](#)

Review Bids

3. Contract Award – 2024 Water Service Line Inventory
Recommended Motion: I move to authorize the Mayor to award and execute the

contract with Gregco Excavating LLC for the 2024 Water Service Line Inventory Project in the amount of \$958,234.60 and approve a \$95,823.46 management reserve for a total allocation of \$1,054,058.06.

[W2301_PW Contract GregcoEx.pdf](#)

[W2301_Certified Bid Tab.pdf](#)

4. Contract Award – Ebey Waterfront Trail Phase IV-A
Recommended Motion: I move to authorize the Mayor to award and execute the contract with SRV Construction Inc. for the Ebey Waterfront Trail Phase IV-A project in the amount of \$402,357.65, and approve a management reserve of \$40,235.77 for a total allocation of \$442,593.42.
[Ebey Waterfront Trail Phase IV - Contract.pdf](#)
[Ebey Waterfront Trail Phase IV-A Certified Bid Tab.pdf](#)
[Ebey Waterfront Trail - Phase IV-A - Vicinity Map.png](#)

Public Hearings

New Business

5. Facility of Opportunity MOU - Marysville Community Food Bank
Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with the Marysville Community Food Bank.
[Facility of Opportunity MOU_Food Bank.pdf](#)
6. Washington State Patrol Federal Grant Subrecipient-National Criminal History Improvement Program (NCHIP)
Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Patrol Federal Grant for purchase of a LiveScan for the National Criminal History Improvement Program.
[K20060 - FY23 NCHIP Regular - Marysville- Subrecipient Agreement.pdf](#)
7. Purchase Order – 2024 Ford F-550 4x4 with Switch-N-Go
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Bickford Ford in the amount of \$107,208, plus applicable sales tax, for procurement of a 2024 Ford F-550 4x4 with Switch-N-Go system.
[2024 F-550 Quote.pdf](#)
[Bickford PO F00012 Parks F550 Switch & Go 20240603.pdf](#)
8. Local Agency Agreement Supplement No. 2 and Project Prospectus for the State Avenue Corridor Pavement Preservation NHS
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus for the State Avenue Corridor Pavement Preservation NHS.
[State Ave NHS_LAA De-Obligation and CO1_revised.pdf](#)
[State Ave NHS_De-Obligation Prospectus.pdf](#)
9. Local Agency Agreement Supplement No. 2 and Project Prospectus for the 116th ST Corridor Pavement Preservation NHS
Recommended Motion: I move to authorize the Mayor to sign and execute the Local

Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project
Prospectus for the 116th ST Corridor Pavement Preservation NHS
[116th St NHS_LAA_De-Obligation.pdf](#)
[116th St NHS_De-Obligation -Prospectus.pdf](#)

10. Professional Services Agreement with Environmental Science Associates (ESA) for the Snohomish County Flood Control Grant CLFR-119b Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Environmental Science Associates (ESA), in the amount of \$237,495.00, for the Snohomish County Flood Control Grant CLFR-119b Project.
[__2024-06-18_PSA_MFCG_ESA_R01.pdf](#)
11. Department of Commerce Grant Agreement 24-96647-082 for the construction of Ebey Waterfront Trail Phase 4a
Recommended Motion: I move to authorize the Mayor to sign and execute Department of Commerce Grant Agreement 24-96647-082.
[S24082_Ebey Waterfront Trail Phase IV-A_ DRAFT.pdf](#)
12. Professional Service Agreement with Transportation Solutions Inc. for 2022 Citywide Pedestrians Safety Improvements
Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transportation Solutions Inc., in the amount of \$113,977.00, for engineering design related to the 2022 Citywide Pedestrians Safety Improvements project.
[_AENegotiatedHourlyRate_2024-06-26_compiled-compressed.pdf](#)
15. An **Ordinance** amending Ch. 12.04 Street Names and renaming the 19th Avenue Connector to '[insert selected name here]'.
Recommended Motion: I move to adopt Ordinance No. _____.
[Memo on Naming 19th Avenue Connector](#)
[DRAFT Ordinance on Naming 19th Avenue Connector](#)
13. An **Ordinance** to amend the 2023-2024 Biennial budget to update the compensation tables.
Recommended Motion: I move to adopt Ordinance No. _____.
[070124 BA Ordinance.docx](#)

Legal

Mayor's Business

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: July 1, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: June 25, 2024 Payroll in the Amount of \$2,454,729.27 Paid by EFT Transactions and Check Numbers 35323 through 35352 with Check Number 136490 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: June 26, 2024 Claims in the Amount of \$1,135,874.65 Paid by EFT Transactions and Check Numbers 171016 through 171121 with Check Numbers 160157, 164583, 170404, 170587, 170697 and 170698 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[062624.rtf](#)

DATE: 6/27/2024
TIME: 9:23:47AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 6/26/2024 TO 6/26/2024

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
171016	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	16,682.41
171017	PREMERA BLUE CROSS	CLAIMS PAID 6/9 TO 6/15/24	MEDICAL CLAIMS	73,977.57
	PREMERA BLUE CROSS	CLAIMS PAID 6/1 TO 6/8/24	MEDICAL CLAIMS	118,471.26
171018	BENEFIT COORDINATORS	JULY 2024 PREMIUMS	MEDICAL CLAIMS	186,947.56
171019	LICENSING, DEPT OF	DRIVING ABSTRACT - BENTON	PERSONNEL ADMINISTRATION	15.00
171020	COMMONSTREET	PROFESSIONAL SERVICE	GMA - STREET	41,887.03
171021	BOYD, RAE	NURSE SERVICE	DETENTION & CORRECTION	1,800.00
	BOYD, RAE	CONTRACT NURSE	DETENTION & CORRECTION	43,000.00
171022	911 SUPPLY INC.	UNIFORM - FARLEY	PRO ACT TEAM	9.85
	911 SUPPLY INC.	UNIFORM - FRANZEN	POLICE TRAINING-FIREARMS	149.31
	911 SUPPLY INC.	UNIFORM - TRAFFIC	TRAFFIC UNIT	169.01
	911 SUPPLY INC.	UNIFORM - FEUCHT	DETENTION & CORRECTION	328.88
	911 SUPPLY INC.	VEST - GERFIN	POLICE PATROL	2,065.37
	911 SUPPLY INC.	VEST - JOBY	COMMUNITY SERVICES UNIT	2,065.37
171023	AT&T MOBILITY LLC	WIRELESS SERVICE	FACILITY MAINTENANCE	46.56
	AT&T MOBILITY LLC		UTIL ADMIN	46.56
	AT&T MOBILITY LLC		CITY CLERK	93.12
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	93.12
	AT&T MOBILITY LLC		COMMUNITY	139.68
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	139.68
	AT&T MOBILITY LLC		LEGAL-GENL	139.68
	AT&T MOBILITY LLC		WASTE WATER TREATMENT	139.68
	AT&T MOBILITY LLC		MUNICIPAL COURTS	186.24
	AT&T MOBILITY LLC		GIS SERVICES IS	186.24
	AT&T MOBILITY LLC		FINANCE-GENL	186.24
	AT&T MOBILITY LLC		ENGR-GENL	232.80
	AT&T MOBILITY LLC		OFFICE OPERATIONS	279.36
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	512.16
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	558.72
	AT&T MOBILITY LLC		POLICE INVESTIGATION	651.84
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	838.08
	AT&T MOBILITY LLC		DETENTION & CORRECTION	884.64
	AT&T MOBILITY LLC		COMPUTER SERVICES	978.50
	AT&T MOBILITY LLC		POLICE PATROL	2,933.28
171024	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,150.00
171025	BILLING DOCUMENT SPE	PRINTING SERVICE	UTILITY BILLING	2,268.07
171026	BIO CLEAN, INC	DIO CLEAN CELLS	DETENTION & CORRECTION	492.30
171027	BOGGS, DARBI	WSUPD INTERNSHIP RECRUITING	POLICE PATROL	147.50
171028	BOMAR, RICK	INSTRUCTOR	MEDICAL CLAIMS	200.00
171029	CAMPBELL, MATT	REBATE 2024	UTIL ADMIN	50.00
171030	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
171031	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	18,111.17
171032	CATHOLIC COMMUNITY	CHORE SERVICES	COMMUNITY	408.30
	CATHOLIC COMMUNITY	CHORE SERVICE	COMMUNITY	501.69
171033	CNR INC	PHONE SYSTEM CONFIGURATION	COMPUTER SERVICES	323.55
	CNR INC	TELECOMMUNICATION TRAINING	COMPUTER SERVICES	1,411.26
171034	COATES, JAMES	SUMMER CONCERT JULY 2024	RECREATION SERVICES	1,200.00
171035	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	726.12
171036	COOP SUPPLY	PRO GONG BRUSH	SIDEWALK MAINTENANCE	12.01
	COOP SUPPLY	ADHESIVE	PARK & RECREATION FAC	20.76
	COOP SUPPLY	WOOD POSTS	PARK & RECREATION FAC	36.33
	COOP SUPPLY	BACKPACK SPRAYER SEAL	ROADWAY MAINTENANCE	109.39
	COOP SUPPLY	WOOD POSTS	PARK & RECREATION FAC	117.66
171037	COPIERS NORTHWEST	COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40

DATE: 6/27/2024
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	88.86
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	COPIERS NORTHWEST		LEGAL-GENL	131.55
	COPIERS NORTHWEST		LEGAL - PROSECUTION	131.55
	COPIERS NORTHWEST		ENGR-GENL	162.34
	COPIERS NORTHWEST		COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	265.66
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	679.52
171038	CORE & MAIN LP	HYDRANT	WATER CAPITAL PROJECTS	5,042.41
171039	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	9,147.00
171040	CRAIG, BRIAN	REBATE 2024	UTIL ADMIN	38.25
171041	CRUZ, BENJAMIN & NIC	UB REFUND	WATER/SEWER OPERATION	5.18
171042	DICKS TOWING	TOWING 24-28062	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-28203	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-28654	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-286574	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-28900	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-29137	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-29626	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-29675	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-30268	POLICE PATROL	77.54
	DICKS TOWING	TOWING 24-30689	POLICE PATROL	77.54
	DICKS TOWING	TOWING CC-J6777	POLICE PATROL	206.77
171043	DIMENSIONAL COMMUNI	SHURE MIC SYSTEM	CENTRAL SERVICES	24,517.63
171044	DRIVE PAYMENTS, LLC	PAYMENT PROCESSING - MAY 2024	UTILITY BILLING	1,084.65
171045	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
171046	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
171047	EVERETT OFFICE	ASSEMBLY/DELIVERY	EXECUTIVE ADMIN	82.05
	EVERETT OFFICE	DISPLAY CASE/DELIVERY	CAPITAL EXPENDITURES	1,541.04
171048	GEISE, DONNA	INSTRUCTOR PAYMENT	RECREATION SERVICES	162.00
171049	HIGH, BRADLEY	UB REFUND	WATER/SEWER OPERATION	190.40

CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
171050	HON COMPANY	CHARIS	EXECUTIVE ADMIN	1,028.95
171051	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	437.60
171052	JOHNSTON, ROSS	SNOW PLOWING	SOLID WASTE OPERATIONS	16.92
171053	JUDD & BLACK	DISHWASHER	AFFORDABLE HOUSING	682.23
171054	JULZ ANIMAL HOUZ	DOG FOOD	K9 PROGRAM	49.69
171055	KBHPNW LLC	UB REFUND	WATER/SEWER OPERATION	399.62
171056	KBHPNW LLC		WATER/SEWER OPERATION	441.62
171057	KBHPNW LLC		WATER/SEWER OPERATION	441.62
171058	KBHPNW LLC		WATER/SEWER OPERATION	445.12
171059	KITCHEN, ALAN	UB REFUND	WATER/SEWER OPERATION	465.38
171060	KUMMERLOWE, CAROLYN	REFUND - PICKLEBALL CAMP	PARKS-RECREATION	140.00
171061	LAVIN, DAVID	SUMMER CONCERT PERFORMANCE	RECREATION SERVICES	1,200.00
171062	LESTER, TERI	TYLER CONNECT CONFERENCE	PERSONNEL ADMINISTRATION	388.02
171063	LEXISNEXIS RISK	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	206.10
171064	LINC NW	MARYSVILLE MOTEL CONTRACT	COUNTY HM GRANT	9,249.90
	LINC NW	MARYSVILLE MOTEL CONTRACT	COUNTY HM GRANT	10,586.01
171065	LUNDGREN, MATTHEW	WDM TEST/APPLICATION FEE	UTIL ADMIN	193.00
171066	MACLEOD RECKORD, PLLC	LAKE STEVENS TRAIL CONNECTOR	GMA-PARKS	3,606.33
	MACLEOD RECKORD, PLLC		GMA-PARKS	8,211.83
171067	MALLORY SAFETY	GLOVES	EQUIPMENT RENTAL	64.33
	MALLORY SAFETY	GLOVE SAMPLES	PERSONNEL ADMINISTRATION	102.56
	MALLORY SAFETY	GLOVES	EQUIPMENT RENTAL	248.11
	MALLORY SAFETY	SAFETY SUPPLIES - PPE	PERSONNEL ADMINISTRATION	272.69
171068	MARYSVILLE AWARDS	KEY TO THE CITY - RETIREMENT	PERSONNEL ADMINISTRATION	21.88
171069	MARYSVILLE FOOD BANK	DEPOSIT REFUND	GENERAL FUND	500.00
171070	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	69.29
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	124.48
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	141.28
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	186.51
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	308.11
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	317.21
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	384.66
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	412.66
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,813.18
171071	MCCONNELL, JOHN & LA	UB REFUND	GARBAGE	15.69
	MCCONNELL, JOHN & LA		GARBAGE	29.67
171072	MILNER, JACOB	ANNUAL RENEWAL CERTIFICATIONS	GIS SERVICES IS	212.00
171073	NAPA AUTO PARTS	CREDIT FOR INV 4642-553235	ER&R	-2.42
	NAPA AUTO PARTS	CLEANING SUPPLIES	EQUIPMENT RENTAL	173.29
	NAPA AUTO PARTS	FILTERS	ER&R	907.18
171074	NATIONAL BARRICADE	SIGN - SUNNYSIDE BLVD	TRANSPORTATION	184.38
171075	NELSON, BARBARA	UB REFUND	WATER/SEWER OPERATION	166.67
171076	NEW RESTORATION	2024 RESPONSE SERVICE	STORM DRAINAGE	9,506.86
171077	NW DIRT RENTALS	FIELD TRACK HOE RENTAL	GMA-PARKS	1,547.23
171078	NW SIGN & DESIGN	NEIGHBORHOOD SIGN	COMMUNITY	5,972.10
171079	PACIFIC TOPSOILS	TOPSOIL	PARK & RECREATION FAC	50.99
171080	PAGBA, RACHEL & JENS	UB REFUND	WATER/SEWER OPERATION	343.71
171081	PATHWAY VET ALLIANCE	VET CHARGES	COMMUNITY SERVICES UNIT	281.29
	PATHWAY VET ALLIANCE		COMMUNITY SERVICES UNIT	301.01
171082	PEACE OF MIND	COUNCIL MEETING TAKING	CITY CLERK	74.00
	PEACE OF MIND		CITY CLERK	336.70
171083	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	74.01
	PETROCARD SYSTEMS		ENGR-GENL	129.56
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	137.45
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	225.009

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	PETROCARD SYSTEMS		COMMUNITY	288.52
	PETROCARD SYSTEMS		GENERAL	3,691.07
	PETROCARD SYSTEMS		PARK & RECREATION FAC	4,193.05
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,416.55
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,157.61
	PETROCARD SYSTEMS		POLICE PATROL	12,213.03
171084	PLATT ELECTRIC	CONDUIT FOR CAMERA	STORM DRAINAGE	8.14
	PLATT ELECTRIC	BOXES	GMA-PARKS	61.07
	PLATT ELECTRIC	BREAKER, OUTLET	WASTE WATER TREATMENT	76.50
	PLATT ELECTRIC	UV PARTS	WASTE WATER TREATMENT	100.66
	PLATT ELECTRIC	COIL	PARK & RECREATION FAC	148.64
	PLATT ELECTRIC	PARTS FOR AERATORS	WASTE WATER TREATMENT	171.15
	PLATT ELECTRIC	SUPPLIES FOR HEADWORK BRUSH	WASTE WATER TREATMENT	211.48
	PLATT ELECTRIC	ELECTRICAL TESTERS	WASTE WATER TREATMENT	681.09
	PLATT ELECTRIC		WASTE WATER TREATMENT	829.84
	PLATT ELECTRIC	CONDUIT FOR CAMERA	STORM DRAINAGE	1,335.95
	PLATT ELECTRIC	EMERGENCY REPAIR - WIRE	WASTE WATER TREATMENT	1,453.65
171085	PNG MEDIA LLC	ADVERTISING	OPERA HOUSE	288.00
171086	PNW LIGHTING & TRAFF	POLES - SMOKEY POINT BLVD	GENERAL FUND	-407.21
	PNW LIGHTING & TRAFF		TRANSPORTATION	4,739.21
171087	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR		GENERAL FUND	-1.65
	POLICE & SHERIFFS PR		POLICE INVESTIGATION	19.25
	POLICE & SHERIFFS PR		OFFICE OPERATIONS	19.25
171088	POSTAL SERVICE	CCR MAILING FEE	WATER QUAL TREATMENT	6,977.85
171089	PUBLIC SAFETY TESTIN	TESTING FEES	POLICE ADMINISTRATION	12.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	12.00
	PUBLIC SAFETY TESTIN		DETENTION & CORRECTION	328.00
	PUBLIC SAFETY TESTIN		POLICE ADMINISTRATION	1,276.00
171090	PUD	DEERING WILDFLOWER PUD FEES	PARK & RECREATION FAC	103.26
171091	PUD	ACCT #223806431	SEWER LIFT STATION	10.42
	PUD	ACCT #202461026	MAINT OF GENL PLANT	34.65
	PUD	ACCT #220681340	STORM DRAINAGE	34.65
	PUD	ACCT #205195373	PARK & RECREATION FAC	38.11
	PUD	ACCT #200973956	SEWER LIFT STATION	42.89
	PUD	ACCT #223919549	STREET LIGHTING	46.37
	PUD	ACCT #200501617	TRANSPORTATION	50.33
	PUD	ACCT #202368551	PARK & RECREATION FAC	53.38
	PUD	ACCT #202794657	TRANSPORTATION	56.71
	PUD	ACCT #202524690	PUMPING PLANT	61.36
	PUD	ACCT #200448801	TRANSPORTATION	61.68
	PUD	ACCT #203199732	TRANSPORTATION	65.29
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	65.31
	PUD	ACCT #202288585	TRANSPORTATION	66.23
	PUD	ACCT #203500020	STREET LIGHTING	67.03
	PUD	ACCT #223514563	TRANSPORTATION	67.44
	PUD	ACCT #223735101	STREET LIGHTING	67.44
	PUD	ACCT #202368544	TRANSPORTATION	70.89
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	71.53
	PUD	ACCT #222664310	TRANSPORTATION	71.81
	PUD	ACCT #203430897	STREET LIGHTING	74.38
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	79.67
	PUD	ACCT #223154923	STREET LIGHTING	81.51
	PUD	ACCT #222664740	TRANSPORTATION	81.60

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 6/26/2024 TO 6/26/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
171091	PUD	ACCT # 222772634	TRANSPORTATION	82.32
	PUD	ACCT #202303301	SEWER LIFT STATION	92.36
	PUD	ACCT #201628880	WASTE WATER TREATMENT	98.91
	PUD	ACCT #223764663	SEWER LIFT STATION	104.17
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	104.32
	PUD	ACCT #221115934	MAINT OF GENL PLANT	104.58
	PUD	ACCT #202000329	PARK & RECREATION FAC	110.37
	PUD	ACCT #222663973	TRANSPORTATION	111.57
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	120.95
	PUD	ACCT #202011813	PUMPING PLANT	139.53
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	150.72
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	154.58
	PUD	ACCT #201065281	PARK & RECREATION FAC	160.38
	PUD	ACCT #201021698	PARK & RECREATION FAC	181.42
	PUD	ACCT #222025900	PUMPING PLANT	196.27
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	207.42
	PUD	ACCT #201247699	STREET LIGHTING	239.04
	PUD	ACCT #201021607	PARK & RECREATION FAC	313.62
	PUD	ACCT #201617479	CITY HALL	417.44
	PUD	ACCT #220824148	WASTE WATER TREATMENT	422.33
	PUD	ACCT #201675634	WASTE WATER TREATMENT	441.00
	PUD	ACCT #202177333	MAINT OF GENL PLANT	611.10
	PUD	ACCT #201587284	WASTE WATER TREATMENT	781.20
	PUD	ACCT #200021871	COURT FACILITIES	946.64
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,037.13
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,272.81
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,829.86
	PUD	ACCT #201420635	WASTE WATER TREATMENT	11,439.10
	PUD	ACCT #202075008	WASTE WATER TREATMENT	11,697.25
	PUD	ACCT #201721180	WASTE WATER TREATMENT	23,803.96
171092	PULTE HOMES OF WA	UB REFUND	WATER/SEWER OPERATION	100.00
171093	RAIMI & ASSOCIATES	COMP PLAN DESIGN	COMMUNITY	3,543.20
171094	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	49,702.53
171095	ROY ROBINSON BODY SH	UB REFUND	WATER/SEWER OPERATION	39.89
171096	SHI INTERNATIONAL	M365 G5 EDISCOVERY LICENSES	IS REPLACEMENT ACCOUNTS	159.16
171097	SNO CO AUDITOR	RECORDING FEE	GMA - STREET	306.50
	SNO CO AUDITOR		GMA - STREET	306.50
171098	SNO CO AUDITOR	JUDGMENT ORDER	GMA - STREET	314.50
171099	SNO CO PUBLIC WORKS	SWEEPING DISPOSAL - MAY 2024	ROADSIDE VEGETATION	38.00
	SNO CO PUBLIC WORKS		STORM DRAINAGE	3,989.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	246,024.00
171100	SNO HEALTH DISTRICT	PILES USED FOR STORAGE	STORM DRAINAGE	4,070.00
171101	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	2,208.00
171102	SOUND PUBLISHING	CITY ORDINANCE PH JUNE 24	ENGR-GENL	89.44
171103	SOUND PUBLISHING	CITY ORDINANCE 3312	CITY CLERK	34.52
171104	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	231.00
	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	316.00
171105	SUPERIOR RESTROOMS	SERVICE - UNIT 21491	WATER DIST MAINS	71.11
171106	SYSTEMS FOR PUBLIC	LIGHTING/ACCESSORIES - P213	EQUIPMENT RENTAL	28,449.80
171107	TAYLOR MADE TRUCK DR	CDL TRUCK DRIVING SCHOOL - AKAU	PARK & RECREATION FAC	5,272.75
171108	TRAFFIC SAFETY SUPPL	PUNCH POST, PERFORATED ANCHOR	TRANSPORTATION	5,219.35
171109	TRANSPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	1,057.79
	TRANSPO GROUP		GMA - STREET	1,973.39
171110	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	242.80
171111	UNITED RENTALS	LIGHT TOWER RENTAL	EQUIPMENT RENTAL	27,765.11

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 6/26/2024 TO 6/26/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
171112	VAN ALSTYNE, JOHN &	UB REFUND	WATER/SEWER OPERATION	78.63
171113	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	222.69
	VESTIS GROUP INC.		OPERA HOUSE	222.69
171114	WAAUDIOLOGY SRVCS	HEARING TESTS	PERSONNEL ADMINISTRATION	66.00
171115	WRIGHT, EASTON	UB REFUND	WATER/SEWER OPERATION	248.58
171116	WU, THOMAS	INTERPRETER SERVICE	COURTS	158.14
171117	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	71.67
171118	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	77.22
171119	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	46.77
	ZIPLY FIBER		RECREATION SERVICES	46.77
171120	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	125.78
	ZIPLY FIBER		SUNNYSIDE FILTRATION	136.26
171121	ZIPLY FIBER	LOCAL/LD LINES	YOUTH SERVICES	20.87
	ZIPLY FIBER		CRIME PREVENTION	20.87
	ZIPLY FIBER		PROPERTY TASK FORCE	20.87
	ZIPLY FIBER		STORM DRAINAGE	20.87
	ZIPLY FIBER		PURCHASING/CENTRAL	20.87
	ZIPLY FIBER		SOLID WASTE CUSTOMER	41.75
	ZIPLY FIBER		FACILITY MAINTENANCE	41.75
	ZIPLY FIBER		PARK & RECREATION FAC	62.62
	ZIPLY FIBER		CITY CLERK	62.62
	ZIPLY FIBER		LEGAL-GENL	62.62
	ZIPLY FIBER		GENERAL	62.62
	ZIPLY FIBER		WATER QUAL TREATMENT	62.62
	ZIPLY FIBER		GIS SERVICES IS	62.62
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	83.49
	ZIPLY FIBER		LEGAL - PROSECUTION	125.25
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	125.25
	ZIPLY FIBER		EQUIPMENT RENTAL	125.25
	ZIPLY FIBER		UTILITY BILLING	146.12
	ZIPLY FIBER		POLICE INVESTIGATION	187.87
	ZIPLY FIBER		RECREATION SERVICES	187.87
	ZIPLY FIBER		FINANCE-GENL	208.75
	ZIPLY FIBER		COMPUTER SERVICES	208.83
	ZIPLY FIBER		MUNICIPAL COURTS	250.50
	ZIPLY FIBER		EXECUTIVE ADMIN	250.50
	ZIPLY FIBER		WASTE WATER TREATMENT	250.50
	ZIPLY FIBER		POLICE ADMINISTRATION	271.37
	ZIPLY FIBER		OFFICE OPERATIONS	271.37
	ZIPLY FIBER		UTIL ADMIN	271.37
	ZIPLY FIBER		COMMUNITY	375.75
	ZIPLY FIBER		DETENTION & CORRECTION	480.12
	ZIPLY FIBER		ENGR-GENL	563.62
	ZIPLY FIBER		POLICE PATROL	1,168.99

DATE: 6/27/2024
TIME: 9:23:47AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 6/26/2024 TO 6/26/2024

PAGE: 7

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u><u>1,138,080.47</u></u>
ROSS JOHNSTON	CHECK LOST/DAMAGED	160157	VOID	\$16.92
JOHN & LAUREN MCCONNELL	CHECK LOST/DAMAGED	164583	VOID	\$45.36
THOMAS WU	CHECK LOST/DAMAGED	170404	VOID	\$158.14
HAROLD HIGH	INITIATOR ERROR	170587	VOID	\$190.40
BANK OF AMERICA	INITIATOR ERROR	170697	VOID	\$1,700.00
BANK OF AMERICA	INITIATOR ERROR	170698	VOID	\$95.00

REASON FOR VOIDS:

WARRANT TOTAL: \$1,135,874.65

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award – 2024 Water Service Line Inventory

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the contract with Gregco Excavating LLC for the 2024 Water Service Line Inventory Project in the amount of \$958,234.60 and approve a \$95,823.46 management reserve for a total allocation of \$1,054,058.06.

SUMMARY:

On December 16, 2021, after a public comment period, the U.S. Environmental Protection Agency (EPA) announced new revisions to the Lead and Copper Rule (LCR), the first significant changes in over 30 years. The EPA's new rule, referred to as the Lead and Copper Rule Improvements (LCRI), aims to strengthen the LCR to better protect children and communities from the risks of lead exposure. The EPA identified numerous priority improvements for the LCRI, this project focuses on the "proactive and equitable lead service line replacement (LSLR)" priority. The City is required to comply with the LCRI by October 16, 2024.

To that end, the City of Marysville is completing the 2024 Water Service Line Inventory project, which will fulfill the current requirements of the LCRI. In specific, the City has elected to approach this work per the Statistical Guidance for Group A PWS Evaluation of Unknown Service Lines, released by the Washington Department of Ecology on May 31, 2023. Taking this approach allows the City to inspect a representative, randomly selected portion of the services in the water system, instead of all unknown services (over 9,000).

In specific, this guidance requires the City to inspect 368 randomly selected water services. This work will include excavating both sides of the water meter (utility and customer side), to determine the service line material type at both locations. The water service will also be exposed and inspected at the connection to the water main. Other work will include customer notifications, coordination of utility locates, traffic control, documentation of field observations, site restoration (lawn, mulch, gravel, landscaping), pavement repairs, sidewalk replacement, curb and gutter repairs and other minor incidental work.

Bids for the project were opened on June 25, 2024. A total of three (3) bids were received as shown on the certified Bid Tab. Gregco Excavating LLC was lowest responsible and responsive bidder, with a bid of \$958,234.60, including sales tax. References for Gregco Excavating LLC have been check and staff recommend award in the amount of \$958,234.60 including sales tax. Staff also recommend that Council authorize a 10% management reserve of \$95,823.46 for a total allocation of \$1,054,058.06.

ATTACHMENTS:

[W2301_PW Contract GregcoEx.pdf](#)

[W2301_Certified Bid Tab.pdf](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and Gregco Excavating LLC, a Limited Liability Company, organized under the laws of the State of Washington, located and doing business at 9009 42nd Street NE, Lake Stevens, WA 98258-4120, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

2024 WATER SERVICE LINE INVENTORY (W2301)

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Forty Five (45) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Nine Hundred Fifty Eight Thousand Two Hundred Thirty Four Dollars and Sixty Cents (\$958,234.60) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 25, 2024. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
 - C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be

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

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered Colby Gregory on behalf of the Contractor and by Adam Benton, Project Engineer on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

<u>Contractor:</u>	<u>City:</u>
Gregco Excavating LLC	City of Marysville
Attn: Colby Gregory	Public Works – Attn: Adam Benton
P.O. Box 129	501 Delta Avenue
Lake Stevens, WA 98258	Marysville, WA 98270

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

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

DATED this _____ day of _____, 2024.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2024.

GREGCO EXCAVATING LLC

By: _____
Mike Gregory
Its: Governing Member

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Bond No. _____

Bond No. _____

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

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

Select one:

- ☐ **(1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
- ☐ **(2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

- ☐ **(3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

- ☐ **(4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name: _____

Title: _____

Date: _____

**Assignment of Savings or Time Deposit Escrow
Retained Percentage Holding Account**

The undersigned _____
hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as
"Agency" to deliver its warrants or checks payable to
_____, herein after the "Bank" and the Contractor jointly.
Such warrants or checks shall be deposited to Account # _____ as an Escrow
Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the
Agency, in writing, authorizing the release of such funds. All interest earned on this account shall
be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained
percentage funds in this account shall be paid by the Contractor.

Contractor

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	2024 Water Service Line Inventory
Contractor	
Bank	

The Undersigned, _____, hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the “Retainage Account”) with _____ (the “Bank”), subject to the following instructions:

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

1. **Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.

2. **Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.

3. **Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank’s name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.

4. **Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

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

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

5. Bank Duties and Responsibilities. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. Change of Completion Date. Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall

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

7. *Return of Funds to City.* At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. *Compensation of Bank.* Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. *Termination of Escrow By Bank.* Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. *Definitions*

"*Agreement*" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Marysville, a municipal corporation of the State of Washington.

"*Completion Date*" shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"*Contractor*" shall mean the undersigned contractor.

"*Escrow Account*" shall mean the escrow created by this Agreement.

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

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

contract.

11. **Miscellaneous.**

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

AGREED AND ACCEPTED this the __ day of _____, 2024. _____ CONTRACTOR By: _____ Printed Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Tax ID #: _____	AGREED AND ACCEPTED this the __ day of _____, 2024. CITY OF MARYSVILLE By: _____ Jon Nehring, Mayor ATTEST: By: _____ _____, Deputy City Clerk
AGREED AND ACCEPTED this the __ day of _____, 20__. _____ BANK By: _____ Printed name: _____ Its: _____	APPROVED AS TO FORM: By: _____ Jon Walker, City Attorney

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	2024 Water Service Line Inventory Name
	W2301 Work Order # (if applicable)
Contractor	Gregco Excavating LLC
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

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

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that Gregco Excavating LLC, a limited liability company organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$ _____), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 2024, the Principal executed a contract (the "Contract") with the City known as:

Project Name: 2024 Water Service Line Inventory

Contract Number: W2301

And,

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

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

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

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

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change order. Upon

any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

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

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

Principal

Surety

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Send bond release information to:

_____ (Address)

_____ (City/State)

ACCEPTED
CITY OF MARYSVILLE

Approved as to Form

By _____
Jon Nehring, Mayor

By _____
Jon Walker, City Attorney

Date: _____

Date: _____

City of Marysville
Certified Bid Tabulation
W2301 - 2024 Water Service Line Inventory

Bid Opening: June 25, 2024 at 10:00 a.m.

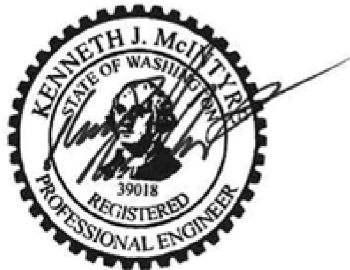
Apparent Low Bidder

				Engineer's Estimate		SRV Construction, Inc.		Road Construction NW, Inc		Gregco Excavating, LLC	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Change, Force Account	1	FA	\$ 25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	SPCC Plan, Lump Sum	1	LS	\$ 1,000.00	\$ 1,000.00	\$2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
3	Mobilization, Lump Sum	1	LS	\$ 75,000.00	\$ 75,000.00	\$109,000.00	\$ 109,000.00	\$ 140,000.00	\$ 140,000.00	\$ 18,000.00	\$ 18,000.00
4	Project Temporary Traffic Control	1	LS	\$ 110,000.00	\$ 110,000.00	\$30,500.00	\$ 30,500.00	\$ 78,300.00	\$ 78,300.00	\$ 8,500.00	\$ 8,500.00
5	Service Line Investigation "Easy"	266	EA	\$ 1,250.00	\$ 332,500.00	\$2,300.00	\$ 611,800.00	\$ 3,300.00	\$ 877,800.00	\$ 2,050.00	\$ 545,300.00
6	Service Line Investigation "Moderate"	87	EA	\$ 1,750.00	\$ 152,250.00	\$3,300.00	\$ 287,100.00	\$ 3,425.00	\$ 297,975.00	\$ 2,550.00	\$ 221,850.00
7	Service Line Investigation "Difficult"	15	EA	\$ 2,500.00	\$ 37,500.00	\$5,125.00	\$ 76,875.00	\$ 3,700.00	\$ 55,500.00	\$ 3,800.00	\$ 57,000.00
TOTAL BASE BID					\$733,250.00		\$1,142,275.00		\$1,475,575.00		\$875,900.00
SALES TAX @ 9.4%					\$68,925.50		\$107,373.85		\$138,704.05		\$82,334.60
TOTAL BID					\$802,175.50		\$1,249,648.85		\$1,614,279.05		\$958,234.60



We hereby certify that this bid tabulation represents all bids received and that all

Extended amount for Bid Item No. 4 was entered as \$78,000.00. The value entered in this bid tab is the corrected value.



June 27th, 2024



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award – Ebey Waterfront Trail Phase IV-A

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to award and execute the contract with SRV Construction Inc. for the Ebey Waterfront Trail Phase IV-A project in the amount of \$402,357.65, and approve a management reserve of \$40,235.77 for a total allocation of \$442,593.42.

SUMMARY:

The Ebey Waterfront Trail Phase 4a includes the construction of an asphalt trail on the existing levee adjacent to the Qwuloolt Estuary and grading associated with the city-owned property in preparation for Phase 4b. In addition, an addendum was issued to include a RRFB pedestrian crossing west of the city-owned property on 61st St NE. This project is funded by the Department of Commerce.

Bids for the project were opened on June 27, 2024. The City received 3 bids as shown on the attached certified bid tab. The low bidder was SRV Construction Inc. at \$402,357.65 including sales tax. The engineers estimate is \$363,676.00. References have been checked and found to be satisfactory. Staff recommend award in the amount of \$402,357.65. Staff also recommend that Council authorize a \$40,235.77 (10%) management reserve for a total allocation of \$442,593.42.

Total Bid:	\$402,357.65
Management Reserve	\$ 40,235.77
Total Construction:	\$442,593.42
Department of Commerce (Capital Funds)	\$587,563.00
Total Cost to City:	\$0

ATTACHMENTS:

- [Ebey Waterfront Trail Phase IV - Contract.pdf](#)
- [Ebey Waterfront Trail Phase IV-A Certified Bid Tab.pdf](#)
- [Ebey Waterfront Trail - Phase IV-A - Vicinity Map.png](#)

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”) and SRV Construction Inc. (Contractor), a Corporation, organized under the laws of the State of Washington, located and doing business at PO Box 507, Anacortes, WA 98221, (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

Ebey Waterfront Trail Phase IV-A P1702

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

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

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

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

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Thirty (30) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Four Hundred Forty Two Thousand Five Hundred Ninty Three Dollars and Fourty Two Cents(\$442,593.42) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated June 27th, 2024. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials,

employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor’s employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City initials) _____ (Contractor initials)

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

VI. CONTRACT ADMINISTRATION.

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

<u>Contractor:</u>	<u>City:</u>
SRV Construction Inc.	City of Marysville
PO Box 507	Public Works – Attn: Valorie Cross
Anacortes, WA 98221	501 Delta Ave
	Marysville, WA 98270

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

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

DATED this _____ day of _____, 2024.

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor
DATED this _____ day of _____, 2024.

SRV CONSTRUCTION INC.
(CONTRACTOR)

By: _____
_____(Name)
Its: _____
_____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Bond No.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Surety

Title:

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

--

**PAYMENT BOND
to City of Marysville, WA**

Bond No. _____

The City of Marysville, Washington (the "City"), has awarded to SRV Construction Inc. (the "Principal"), a contract for the construction of the project designated as Ebey Waterfront Trail Phase IV-A, Project No. 31000076.563000.P1702, in Marysville, Washington (the "Contract"), and said Principal is required under the terms of that Contract to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (the "Surety"), a corporation organized under the laws of the State of Washington and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ U.S. Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and shall pay the taxes, fees, and penalties incurred on the project; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way, affect its obligation on this bond, and waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to the Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if its accompanied by a fully executed and original power of attorney for the office executing on behalf of the Surety.

Principal

Surety

Principal Signature Date

Surety Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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

--

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

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

Select one:

- ☐ **(1) Retained in a fund by the City.** No interest will be earned on the retained percentage amount under this election.
- ☐ **(2) Deposited in an Interest-Bearing Account.** Deposited by the City in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Funds may not be withdrawn until sixty (60) days after the completion date of the work and must be in accordance with Chapters 60.28 and 39.12 RCW. Interest on such account will be paid to the Contractor. Fees incurred shall be the responsibility of the Contractor.

If this option is selected, the Contractor must complete the attached "Assignment of Savings or Time Deposit Escrow Retained Percentage Holding Account" form.

- ☐ **(3) Placed in an Escrow Account Chosen by Contractor.** Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. The Contractor is solely responsible for all costs which may accrue from escrow services, brokerage costs, or both, and assumes all risks in connection with the investment of the retained percentages in securities.

If this option is selected, the Contractor must complete two copies of the attached "Retainage Escrow Agreement" form.

- ☐ **(4) Bond in Lieu of Retainage.** In lieu of the City withholding retainage, the Contractor will submit a Retainage Bond which must be effective until sixty (60) days following the completion date of the work and in accordance with Chapters 60.28 and 39.12 RCW.

If this option is selected, the Contractor must complete the attached "Retainage Bond" form.

Contractor

Contractor's Signature

Printed Name: _____

Title: _____

Date: _____

**Assignment of Savings or Time Deposit Escrow
Retained Percentage Holding Account**

The undersigned _____ hereby referenced to as "Contractor" has directed CITY OF MARYSVILLE herein referred to as "Agency" to deliver its warrants or checks payable to _____, herein after the "Bank" and the Contractor jointly. Such warrants or checks shall be deposited to Account # _____ as an Escrow Retained Percentage Holding Account.

All deposits to the account shall not be subject to withdrawal until the Bank is notified by the Agency, in writing, authorizing the release of such funds. All interest earned on this account shall be paid to the Contractor. Any costs or fees incurred as a result of placing the said retained percentage funds in this account shall be paid by the Contractor.

Contractor SRV Construction Inc.

Agency: City of Marysville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Bank

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____



Project	Ebey Waterfront Trail Phase IV-A
Contractor	SRV Construction Inc.
Bank	

The Undersigned, SRV Construction Inc., hereinafter referred to as the Contractor, and the City of Marysville, hereinafter referred to as the City, have entered into a public works construction contract.

Under the terms of the Contract, and pursuant to Chapter 60.28. RCW, the Contractor and the Public Body have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the “Retainage Account”) with _____ (the “Bank”), subject to the following instructions:

RETAINAGE ESCROW AGREEMENT AND INSTRUCTIONS

- 1. Escrow Agreement.** The Contractor on a public improvement project for the City exercised its option pursuant to RCW 60.28.011 (1994) to place Retainage in escrow with the Bank. This Agreement constitutes both the escrow agreement between the City and Contractor and instructions to the Bank for handling of the Escrow Account. This Agreement is not effective until (a) the Agreement has been signed by the Contractor, Bank and City and (b) Contractor, Bank and City have entered the appropriate information in Exhibit A.
- 2. Check Issuance, Endorsement, and Deposit.** From time to time, the City will issue a Check payable to the Bank and Contractor jointly. Contractor expressly authorizes and grants the power to the Bank to endorse the check on its behalf, to negotiate the check, collect the funds represented by the Check, and to deposit the funds so collected into the Escrow Account. These powers shall be deemed to be powers coupled with an interest and shall be irrevocable during the term of this escrow.
- 3. Investment of Funds.** Funds and cash balances in the Escrow Account may be invested in Eligible Securities at the direction of the Contractor. For purchase of Eligible Securities, the Bank may follow the last written direction it received from the Contractor, provided such direction provides for investment in Eligible Securities. The Bank shall not invest any funds, cash balances, or proceeds of sale of Eligible Securities in any securities, bonds or accounts that are not Eligible Securities. Eligible Securities purchased pursuant to this Agreement shall be held by the Bank as custodian as part of this escrow. Eligible Securities shall be held in the Bank’s name. Interest on the purchased Eligible Securities, if any, shall be paid to Contractor when, as and if any accrued interest is received by the Bank.
- 4. Eligible Securities.** The following securities are deemed Eligible Securities, and the Bank

may invest funds and cash balances in such securities at the direction of Contractor without further approval of the City, provided that any maturity dates are no later than twenty-five (25) calendar days after the Completion Date and provided they are held in a manner and form that allows Bank alone to liquidate the securities as provided for in the Agreement.

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

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

5. Bank Duties and Responsibilities. Although the Bank will be a joint payee of any Check, the Bank shall only have (a) those duties and responsibilities that a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited to Bank and (b) those duties and responsibilities created by this Agreement. The Bank must not deliver to the Contractor all or any part of the securities or money held by the Bank pursuant to this Agreement (or any proceeds from the sale of such securities, or the negotiation of the City's warrants or checks) except in accordance with written instructions from the City. The City Clerk is authorized to give written instructions and the Finance Director or Treasurer (or its designee) is authorized to give written approval of securities. Written instructions and written approval of securities must be countersigned by the City Attorney. The City may designate different authorized persons from time to time by notifying the Bank in writing of the change, which notice must be countersigned by the City Attorney.

6. ***Change of Completion Date.*** Upon written request by the Bank, City shall advise the Bank in writing of any change in the Completion Date. If the changed Completion Date is later than the original Completion Date, the Bank may reinvest any funds on hand, cash balances or proceeds of Eligible Securities with maturities, reverse loads, etc. consistent with the later Completion Date. If the changed Completion Date is earlier than the original Completion Date, the Bank shall execute such transactions as are commercially reasonable to liquidate Eligible Securities in the Escrow Account no later than twenty-five (25) calendar days after the earlier Completion Date.

7. ***Return of Funds to City.*** At the City's sole option and notwithstanding any other provision of this Agreement, the City may direct the Bank in writing to liquidate any and all Eligible Securities held in or for the Escrow Account and to deliver all funds, cash, accrued interest and proceeds in the Escrow Account to the City. Such liquidation shall occur within thirty-five (35) calendar days of receipt of the written direction.

8. ***Compensation of Bank.*** Contractor shall be solely responsible for, and shall pay separately to the Bank, any and all fees, charges, or commissions of the Bank relating to the Escrow Account. No fees, charges or commissions of any kind may be deducted by the Bank from any property, funds, proceeds or Eligible Securities in the Escrow Account until and unless the City directs the release of the Escrow Account to the Contractor, in which case the Bank is hereby granted a lien upon the property, proceeds or Eligible Securities in the Escrow Account for the entire amount of unpaid Bank fees, costs or charges arising out of or relating to the Escrow Account. Said lien arises and is effective upon the City's written direction to release the Escrow Account to the Contractor. The City shall not be liable for any fees, charges, expenses or commissions relating to the Escrow Account or any Eligible Securities.

9. ***Termination of Escrow By Bank.*** Bank may terminate the escrow by giving written notice to the City and Contractor. Within twenty (20) calendar days of the receipt of such notice, the City and Contractor shall jointly appoint a successor escrow holder and instruct Bank to deliver all securities and funds of the Escrow Account to said successor. If Bank is not so notified of the appointment of a successor escrow holder, Bank may return all funds, securities and contents of the Escrow Account to the City.

10. ***Definitions***

"*Agreement*" shall mean this document, including exhibit A when completely executed by the City, Contractor and Bank.

"*Bank*" shall mean that national or state chartered bank identified in Exhibit A that holds the escrow.

"*Check*" shall mean a check or warrant payable jointly to the Bank and Contractor, representing accrued Retainage.

"*City*" shall mean the City of Marysville, a municipal corporation of the State of Washington.

“Completion Date” shall mean that date occurring immediately after the expiration of the project duration (as defined by the contract for the public improvement), including any agreed extensions thereof. The initial Completion Date can be found in Exhibit A.

"Contractor" shall mean the undersigned contractor.

“Escrow Account” shall mean the escrow created by this Agreement.

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

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

11. **Miscellaneous.**

A. With the possible exception of any agreement between the Bank and Contractor regarding amount and payment of fees, commissions and charges related to the Escrow Account, this document contains the entire agreement between the Bank, Contractor and the City with respect to this Escrow Account.

B. This Agreement binds the assigns, successors, personal representatives and heirs of the parties hereto. Those persons executing this Agreement represent and warrant they are duly authorized to bind their principals to this Agreement and to execute this Agreement on their behalf.

C. Venue for any dispute arising out of, or related to, this Agreement shall be Snohomish County, Washington.

D. This Agreement shall be executed in triplicate, each of which shall be deemed to be an original.

AGREED AND ACCEPTED this the ____ day of _____, 2024. CONTRACTOR: SRV Construction Inc. By: _____ Printed Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Tax ID #: _____	AGREED AND ACCEPTED this the ____ day of _____, 2024. CITY OF MARYSVILLE By: _____ Jon Nehring, Mayor ATTEST: By: _____ _____, Deputy City Clerk
AGREED AND ACCEPTED this the ____ day of _____, 20____.	APPROVED AS TO FORM:

BANK By: _____ Printed name: _____ Its: _____	By: _____ Jon Walker, City Attorney
---	---

EXHIBIT A

City Supplied Information. The City provides the following information:

Project	Ebey Waterfront Trail Phase IV-A Name
	Work Order # (if applicable)
Contractor	SRV Construction Inc.
Bank	
Completion Date	

Bank Supplied Information. Bank provides the following information:

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

Contractor Supplied Information. Contractor provides the following information:

Contractor	Name	
	Address/Phone	
	Representative Authorized to Direct Investment	

RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that SRV Construction Inc. (Contractor), a corporation organized under the laws of the State of Washington, and registered to do business in the State of Washington as a contractor, as Principal, and _____ (Surety), a corporation organized under the laws of the State of Washington and registered to transact business in the in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors, and assigns, are jointly and severally held and bound to the City of Marysville, Washington, hereinafter called "City", and are similarly held and bound unto the beneficiaries of the trust fund created by RCW Chapter 60.28, in the sum of _____ and ___/100's Dollars (\$_____), or five percent (5%) of all monies now or hereafter earned by the Principal in connection with the below-referenced Contract, the payment of which, well and truly to be paid, we bind ourselves, our heirs, executors and successors, jointly and severally, formally by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE THAT:

WHEREAS, on _____, 2024, the Principal executed a contract (the "Contract") with the City known as:

Project Name: Ebey Waterfront Trail Phase IV-A

Contract Number: 31000076.563000.P1702

And,

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

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

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

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

1. Any suit or action under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens provided for by law or Contract against the earned retained funds and in the same manner and priority as set forth for retained percentages in RCW Ch. 60.28 and the Contract.

2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract

alteration, termination, amendment or change order. This expressly includes, but is not limited to, consent to and waiver of any notice with respect to increases in the Contract price by change order. Upon any such Contract price increase, the amount of this bond automatically increases by an amount equal to five percent (5%) of the Contract price increase.

3. Until written release of this obligation by the City, this bond may not be terminated or canceled by the Principal or Surety for any reason. Any extension of time for the Principal's performance on the Contract, assignment of obligations under the Contract, or Contract alteration, amendment or change order shall not release the Surety from its obligation under this bond.

4. RCW Ch. 60.28 authorizes the City to substitute a retainage bond in lieu of earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law.

5. Any claim or suit against the City to foreclose the liens provided for by RCW Chapter 60.28 shall be effective against the Principal and Surety and any judgment under RCW Chapter. 60.28 against the City shall be conclusive against the Principal and the Surety.

6. The laws of the State of Washington shall apply to the determination of the rights and obligations of the parties hereunder. Venue for any dispute or claim hereunder shall be the state courts of Washington in Snohomish County, Washington.

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

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

Principal

Surety

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Send bond release information to:

_____(Address)

_____(City/State)

ACCEPTED
CITY OF MARYSVILLE

Approved as to Form

By _____

By _____

Jon Nehring, Mayor

Jon Walker, City Attorney

Date: _____

Date: _____

City of Marysville
Certified Bid Tabulation
Ebey Waterfront Trail - Phase IV-A

Bid Opening: June 27, 2024 at 8:30 a.

Apparent Low Bidder

				Engineer's Estimate		SRV Construction		McClure and Sons		Moeco	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Changes	1	LS	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Surveying	1	LS	\$7,500.00	\$ 7,500.00	\$3,600.00	\$ 3,600.00	\$ 100.00	\$ 100.00	\$ 7,000.00	\$ 7,000.00
3	Record Drawings(Minimum Bid \$2500)	1	LS	\$2,500.00	\$ 2,500.00	\$3,125.00	\$ 3,125.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
4	Mobilization	1	LS	\$21,512.00	\$ 21,512.00	\$20,055.00	\$ 20,055.00	\$ 31,329.00	\$ 31,329.00	\$ 11,000.00	\$ 11,000.00
5	Clearing and Grubbing	2	AC	\$10,000.00	\$ 20,000.00	\$24,732.00	\$ 49,464.00	\$ 2,700.00	\$ 5,400.00	\$ 16,500.00	\$ 33,000.00
6	Grading	1	LS	\$5,000.00	\$ 5,000.00	\$14,200.00	\$ 14,200.00	\$ 32,000.00	\$ 32,000.00	\$ 54,760.00	\$ 54,760.00
7	Crushed Surfacing Top Course	130	TON	\$95.00	\$ 12,350.00	\$145.00	\$ 18,850.00	\$ 75.00	\$ 9,750.00	\$ 75.00	\$ 9,750.00
8	Crushed Surfacing Base Course	5.0	TON	\$40.00	\$ 200.00	\$262.00	\$ 1,310.00	\$ 125.00	\$ 625.00	\$ 165.00	\$ 825.00
9	HMA CI 1/2" PG 58H-22 (3" depth)	1100	TON	\$168.00	\$ 184,800.00	\$149.00	\$ 163,900.00	\$ 145.00	\$ 159,500.00	\$ 148.50	\$ 163,350.00
10	Culvert Installation 2" PVC	1.0	LS	\$550.00	\$ 550.00	\$902.00	\$ 902.00	\$ 750.00	\$ 750.00	\$ 1,060.00	\$ 1,060.00
11	Erosion/Water Pollution Control	1	LS	\$10,000.00	\$ 10,000.00	\$1,250.00	\$ 1,250.00	\$ 30,000.00	\$ 30,000.00	\$ 100,170.00	\$ 100,170.00
12	Seeding, Fertilizing and Mulching	1.00	LS	\$4,500.00	\$ 4,500.00	\$1,310.00	\$ 1,310.00	\$ 4,600.00	\$ 4,600.00	\$ 6,870.00	\$ 6,870.00
13	PROPERTY RESTORATION	1	LS	\$2,500.00	\$ 2,500.00	\$6,420.00	\$ 6,420.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
14	ADJUST MONUMENT CASE AND COVER	1	EA	\$1,500.00	\$ 1,500.00	\$1,130.00	\$ 1,130.00	\$ 500.00	\$ 500.00	\$ 950.00	\$ 950.00
15	Permanent Signage	1	LS	\$10,000.00	\$ 10,000.00	\$6,475.00	\$ 6,475.00	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00
TOTAL BASE BID					\$292,912.00		\$301,991.00		\$297,554.00		\$416,235.00
Sales Tax (9.4%)					\$27,533.73		\$28,387.15		\$27,970.08		\$39,126.09
TOTAL BASE BID + BID ADDITIVES A (page 2)					\$352,678.73		\$402,357.65		\$404,329.08		\$528,125.09



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.

City of Marysville
Certified Bid Tabulation
Ebey Waterfront Trail - Phase IV-A

Bid Opening: June 27, 2024 at 8:30 a.m.

Apparent Low Bidder

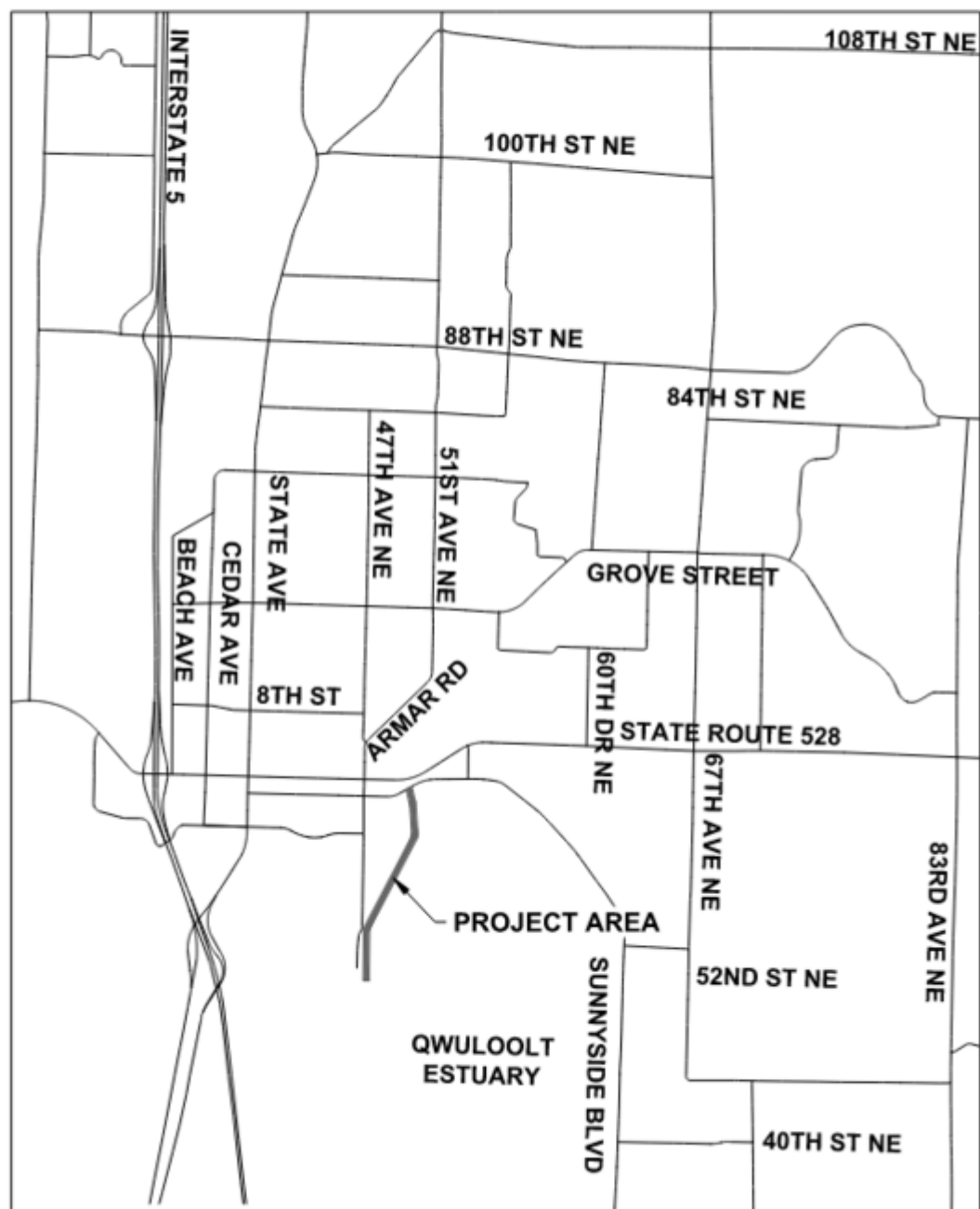
ITEM NO.	ITEM	QUANTITY	UNIT	Engineers Estimate		SRV Construction		McClure and Sons		Moeco	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1A	RRFB Installation- 61St St NE and 4919 61st St NE, Complete	1	LS	\$17,300.00	\$ 17,300.00	\$ 42,000.00	\$ 42,000.00	\$ 41,000.00	\$ 41,000.00	\$ 42,750.00	\$ 42,750.00
2A	TRAFFIC CONTROL	1	LS	\$2,000.00	\$ 2,000.00	\$ 3,185.00	\$ 3,185.00	\$ 15,000.00	\$ 15,000.00	\$ 11,950.00	\$ 11,950.00
3A	SAWCUT	36	LF	\$20.00	\$ 720.00	\$ 12.50	\$ 450.00	\$ 38.00	\$ 1,368.00	\$ 22.00	\$ 792.00
4A	REMOVING OF CEMENT CONC. CURB	17	LF	\$35.00	\$ 595.00	\$ 67.00	\$ 1,139.00	\$ 50.00	\$ 850.00	\$ 42.00	\$ 714.00
5A	REMOVING CEMENT CONC. SIDEWALK	13.5	SY	\$60.00	\$ 810.00	\$ 87.00	\$ 1,174.50	\$ 100.00	\$ 1,350.00	\$ 84.00	\$ 1,134.00
6A	CEMENT CONC. TRAFFIC CURB AND GUTTER	14	LF	\$85.00	\$ 1,190.00	\$ 266.00	\$ 3,724.00	\$ 87.00	\$ 1,218.00	\$ 72.00	\$ 1,008.00
7A	CEMENT CONC. PEDESTRIAN CURB	17	LF	\$85.00	\$ 1,445.00	\$ 253.00	\$ 4,301.00	\$ 87.00	\$ 1,479.00	\$ 72.00	\$ 1,224.00
8A	CEMENT CONC. SIDEWALK	2	SY	\$175.50	\$ 351.00	\$ 1,180.00	\$ 2,360.00	\$ 900.00	\$ 1,800.00	\$ 250.00	\$ 500.00
9A	PARALLEL CEMENT CURB RAMP	1	EA	\$4,000.00	\$ 4,000.00	\$ 4,230.00	\$ 4,230.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00
10A	DETECTABLE WARNING SURFACE	22	SF	\$61.00	\$ 1,342.00	\$ 57.00	\$ 1,254.00	\$ 114.00	\$ 2,508.00	\$ 36.00	\$ 792.00
11A	PLASTIC CROSSWALK	48	SF	\$10.00	\$ 480.00	\$ 144.00	\$ 6,912.00	\$ 134.00	\$ 6,432.00	\$ 137.50	\$ 6,600.00
12A	PROJET SIGN	2	EA	\$1,000.00	\$ 2,000.00	\$ 625.00	\$ 1,250.00	\$ 1,900.00	\$ 3,800.00	\$ 1,250.00	\$ 2,500.00
Total Bid Additive A					\$ 32,233.00		\$ 71,979.50		\$ 78,805.00		\$ 72,764.00
					\$ -		\$ -		\$ -		\$ -
Total Bid Additive B					\$ -		\$ -		\$ -		\$ -
TOTAL Bid Additives A+B					\$32,233.00		\$71,979.50		\$78,805.00		\$72,764.00



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct.



VICINITY MAP





Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Emergency Preparedness Manager Sarah Lavelle, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Facility of Opportunity MOU - Marysville Community Food Bank

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Facility of Opportunity Memorandum of Understanding with the Marysville Community Food Bank.

SUMMARY: This MOU addresses the use of the Marysville Community Food Bank as a facility of opportunity. A "facility of opportunity" is a location that may be used during a crisis for emergency purposes such as an emergency shelter, community point of distribution (CPOD), volunteer reception center, or family/friends reception center. The Food Bank is most suited to operate as a CPOD. This agreement replaces a previous CPOD agreement with the Food Bank that had expired in June 2024.

ATTACHMENTS:
[Facility of Opportunity MOU_Food Bank.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is entered into by and between the City of Marysville (the “City”) and the Marysville Community Food Bank (“the Food Bank”) as of the last signature date below.

RECITALS

WHEREAS, the City desires to designate certain facilities in the City to be used in the event of a disaster or emergency; and

WHEREAS, the Food Bank owns and operates the property located at 4150 88th Street NE, Marysville, Washington 98270 (the “Property”); and

WHEREAS, the Property is ideally suited to be a Facility of Opportunity and may be used in the event of an emergency as a Community Point of Distribution; and

WHEREAS, a “Facility of Opportunity” is defined as a location that is not typically designed or designated as an emergency response site but is temporarily utilized during a crisis as a makeshift or improvised facility for emergency purposes; and

WHEREAS, the parties desire to designate the Property to be a Facility of Opportunity, and to use the Property as the same in the event of an emergency.

NOW, THEREFORE, the City and the Food Bank agree as follows:

MEMORANDUM

1. Purpose. The purpose of this Memorandum is to define the relationship between the City and the Food Bank during an emergency. Specifically, the Food Bank acknowledges the intent for the Property to serve as a Facility of Opportunity. For the purposes of this Memorandum, “emergency” shall be considered an event or disaster that reasonably necessitates the provision of relief services to residents, and shall include but not be limited to: earthquakes, floods, landslides, terrorist attacks, or fires.

2. Term and Termination.

The term of this Memorandum will be for five (5) years unless either party terminates it earlier by providing the other forty-five (45) days advance written notice.

3. Use of Property.

- a. The City may access and utilize the Property as a Facility of Opportunity in the event of an emergency. The Mayor or other City official involved in the response can determine that an emergency exists necessitating the use of the Property. Use of the Property may be coordinated through City’s Emergency Operations Center (EOC) if it is activated.

Such use of the Property shall include the interior of buildings, surrounding exterior areas, and the facilities/equipment located therein, such as:

- i. Office equipment (including telephones, fax machines, computers, internet access, copy machines, and printers)
- ii. Furniture (including tables, chairs, desks, cots, wheelchairs, and dollies)
- iii. Building amenities (including restrooms, cafeterias, water fountains, and custodial supplies)
- iv. Meeting spaces (including offices and conference rooms)
- v. Parking spaces for City employees, responders, and volunteers

The parties understand that the City's use of the Property as a Community Point of Distribution may involve the following:

- i. Parking and unloading of supply trucks
- ii. Setting up tables, canopies, and temporary storage for supplies
- iii. Establishing driving lanes by use of traffic cones
- iv. Setting up dumpsters for refuse collection
- v. Setting up portable restrooms
- vi. Establishing an outdoor waiting area
- vii. Setting up mobile light towers and/or signage

b. The parties agree that the City may use the Property as a Facility of Opportunity for as long as is reasonably necessary to respond to the emergency.

c. The City may also access and utilize the Property for training and exercises upon request. Requests will be made at least two (2) months in advance and trainings or exercises will be held at a time that is agreeable for both parties.

4. Access. In the event of an emergency, the parties agree that the City may access the Property upon (1) hours' notice to the Food Bank. The Food Bank will then arrange for access to the facility.

5. Facility of Opportunity Points of Contact. The Food Bank will designate one primary and one backup point of contact. These points of contact will all have access to the Property and be able to open/unlock any buildings. In the event the City needs to utilize the Property as a Facility of Opportunity, it will attempt to first contact the primary contact, however if it is unable to reach that contact the City may instead contact the backup contact. The Food Bank understands that the City may reach out at any hour of day or night and any day of the year.

a. Primary Point of Contact:

Amy Howell

b. Backup Contact(s):

Michelle Eno

6. City Point of Contact. The City's point of contact for this Memorandum shall be:

Emergency Management Officer
501 Delta Avenue
360-363-8096

7. Plans. The City may have or in the future develop a plan that will outline the City's intended use of the Property (for the purposes of this Section, the "Plan"). If the City does develop such a Plan, then the City will provide a draft of the Plan to the Food Bank so that it can provide any input, recommendations, or concerns to the City, and the City will attempt to develop a Plan that is acceptable to both parties.
8. City Obligations. In the event the Property is utilized as a Facility of Opportunity during an emergency, the City will ensure the reimbursement or replacement to the Food Bank for any food, supplies, utilities, or other such items that are used by the City. The City will additionally ensure that any post-emergency cleanup is performed to return the Property to substantially the same condition it was in prior to its use. The City will be responsible for providing staffing for the Facility of Opportunity which may or may not involve the Food Bank staff/volunteers.
9. Storage of City Materials. The parties agree that the City may store supplies on the Property that will contain materials necessary to set up and operate the site in its agreed upon use. The City will place the supplies in a location that is acceptable to the Food Bank.
10. Indemnification. The City shall defend, indemnify, and hold the Food Bank harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the exercise of the City's rights described by this memorandum, except for injuries and damages caused by the negligence or misconduct of the Food Bank.
11. Notices. Except for notice to access the Property as described in in Section 4, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted in this Memorandum will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party);

(2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the other party; or (3) upon delivery by electronic mail. Either party may change their contact information by providing written notice to the other party.

12. Recitals. The recitals will be incorporated into and be considered a part of this Memorandum.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the last date written below.

Marysville Community Food Bank:

By: Amy Howell

Date

Its: Director

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Court Administrator Suzanne Elsner, Court

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Washington State Patrol Federal Grant Subrecipient-National Criminal History Improvement Program (NCHIP)

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Washington State Patrol Federal Grant for purchase of a LiveScan for the National Criminal History Improvement Program.

SUMMARY:

ATTACHMENTS:

[K20060 - FY23 NCHIP Regular - Marysville- Subrecipient Agreement.pdf](#)

**WASHINGTON STATE PATROL
FEDERAL GRANT SUBRECIPIENT AGREEMENT**

WSP Agreement	K20060	Subrecipient Number	
FEDERAL GRANT			
Federal Grant Award Name National Criminal History Improvement Program (NCHIP)		CFDA Number(s) 16.554	Award Year 2023
Award Number 15PBJS-23-GK-01456-NCHI	Award Date	Award Amount \$2,624,133.00	Performance Period 10/01/2023 – 09/30/2025
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? ☒ Yes ☐ No		Is this agreement funded by a federal award for research and development? ☐ Yes ☒ No	
WASHINGTON STATE PATROL (WSP)			
WSP Project Director Name and Title Ms. Deborah Collinsworth WSP CRD Assistant Division Commander		WSP Project Director Address WSP Criminal Records Division PO Box 42619, Olympia, WA 98504-2619	
Telephone (360) 534-2102		E-mail Address Deborah.Collinsworth@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Adam Vigil Contract Specialist		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602	
Telephone (360) 596-4084		E-mail Address Adam.Vigil@wsp.wa.gov	
SUBRECIPIENT			
Public Agency Name City of Marysville, Municipal Court		Statewide Vendor Registration Number	
Location Address (zip+4) 501 Delta Ave Marysville WA 98270		Mailing Address (zip+4) (if different from location address)	
Contact Name Suzanne Elsner		Data Universal Numbering System (DUNS) and Universal Entity Identifier (UEI) DUNS: 076658673 UEI:	
Contact Telephone 360-363-8054		Contact E-mail selsner@marysvillewa.gov	
Additional Public Agency Contact Name		E-mail Address	
SUBAWARD			
Start Date 4/1/2024	End Date 9/30/2025	Maximum Agreement Amount Project Cost: \$15,000 Federal \$15,000	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
FOR THE WASHINGTON STATE PATROL:		FOR THE PUBLIC AGENCY:	
WSP Signature	Date	Public Agency Signature	Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Insert	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

1. **Definitions.**

“Agreement” means this Federal grant subrecipient agreement, including all documents attached or incorporated by reference.

“Equipment” means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

“BJS” means the Bureau of Justice Statistics of the U.S. Department of Justice, Office of the Justice Programs, the grantor of National Criminal History Improvement Program (NCHIP) Grant funds.

“Public Agency” means the entity performing services to this Agreement and includes the Public Agency’s officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in the attached Exhibit A, Statement of Work.

3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.

4. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Director. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Director. The invoice shall be in the format designated by WSP and shall include the following:

- a. description of the work performed
- b. activities accomplished
- c. progress of the project
- d. fees and expenses
- e. match amount as well as amount requested for reimbursement
- f. a copy of the Public Agency’s property record which includes the tag number that is assigned to the equipment
- g. reference to WSP’s agreement number.

The Public Agency shall submit the final invoice no later than forty-five (45) calendar days from the completion of the Project or no later than 45 days of the Agreement End Date.

5. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.

6. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

7. **Certification regarding Debarment, Suspension or Ineligibility.** Federal funds are the basis for this Agreement. The Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.sam.gov.
8. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
9. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
10. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
 - a. The Public Agency's Unique Entity Identifier;
 - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
 - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
11. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
12. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
13. **Monitoring**
 - a. Visits and requests for documentation. WSP is responsible for monitoring Public Agency's compliance with grant requirements. Monitoring may consist of visits to Public Agency and routine requests for project documentation.
 - b. Maintenance of Records. During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

14. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules,
This Agreement,
Exhibit A, Statement of Work;
Exhibit B, Special Terms and Conditions;
Any other provision of this Agreement,
Any document incorporated by reference, including:
 NCHIP award
 Public Agency's proposal.
15. **Personnel.** WSP personnel performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
16. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.
17. **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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
18. **Single Audit Act Compliance.** If the Public Agency expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:
 - a. Submit to the WSP Project Director the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - b. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs..

FY23 NCHIP GRANT SUBRECIPIENT AGREEMENT

19. **Statewide Payee Registration.** The Public Agency shall register as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to:
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
20. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.
21. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
22. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. **Introduction.** The purpose of this Agreement is to provide Fiscal Year 2023 (FY23) National Criminal History Improvement Program (NCHIP) grant funds to the Public Agency in order to update and automate case outcomes from courts and prosecutors in state records and the FBI's Criminal History File.
2. **Scope of Work.** As described in the Public Agency's FY2023 NCHIP application, the Public Agency shall fund deployment of Livescan equipment and devices as described in the Project Budget section below.
3. **Project Budget.** WSP shall reimburse the subrecipient for the Federal Share of the following budget:

<u>Category</u>	<u>Item</u>	<u>Cost</u>
Equipment	Livescan system	\$15,000
Total Cost		Total Cost
		\$15,000
		Federal (Reimbursable) Amount
		\$15,000

Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between the WSP and the Public Agency, or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(f). Any changes to the indirect amount noted in the above budget will require an amendment.

The Public Agency Match may only be for allowable grant expenses. It is the Public Agency's responsibility to maintain records of the expenses used for match.

Expenditures may only occur within the categories listed above. Changes of up to 10 percent can be made without prior approval from WSP. Changes that exceed 10 percent will require the Public Agency to submit a budget change request to WSP for pre-approval.

4. **Equipment Management.**
 - a. Automated Biometric Identification System (ABIS) Equipment. Any ABIS equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.
 - b. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
 - c. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for

any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.

- d. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number, including the tag number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved. A copy of the Public Agency's record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.
- e. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.
- f. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
 - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share. The Public Agency shall contact WSP before equipment is disposed.

5. Reports.

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 15 calendar days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31, for the life of this Agreement.
- b. Final Report. The Public Agency shall submit a final report to the WSP Project Director at the completion of the Project, documenting all relevant project activities during the entire period of support under this Agreement. The Final Report shall be in the format provided by WSP and shall include a summary and assessment of the program carried out with this Agreement, including how funds were actually used and data to support statements of progress. The final report is due no later than 30 days at the completion of the Project and no later than 30 days following the close of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. Federal Funding.
 - a. Federal funds under this award will be used to supplement and not supplant local government funds. Grant funds may be used only for the purposes in the Public Agency's approved application.
 - b. If Public Agency has other active awards of federal funds or receives other federal awards during the period of performance for this award that are to be used in part or in whole for identical costs for which funds are provided under this award, the Public Agency shall promptly notify WSP in writing of potential duplication. If so requested, Public Agency must seek budget or project modification to eliminate inappropriate duplication of funding.
 - c. All recipients of federal funds shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations status. Pertinent restrictions are available at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.
2. Part 200 Uniform Requirements. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the Part 200 Uniform Requirements) apply to this FY 2018 from OJP.
3. Financial Guide. The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
4. Personally Identifiable Information (PII) Requirement. The Public Agency must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Public Agency's breach procedures must include a requirement to report actual or imminent breach of PII to WSP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
5. Procurement contract exceeding \$150,000. Public Agency is to obtain pre-approval from WSP for any procurement contracts that are in excess of \$150,000.
6. Requirements pertaining to prohibited conduct related to trafficking in persons. The Public Agency must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Requirements and further details are posted on OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and are incorporated by reference here.
7. Equal Employment Opportunity Plan. The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
8. Employment Eligibility Verification. The Public Agency shall ensure that, as part of the hiring process that is funded with award funds, the Public Agency properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C.

1324a(a)(1) and (2). The Public Agency may choose to participate in E-Verify (www.e-verify.gov) to confirm employment eligibility for each position that will be funded by award funds.

9. Lobbying. The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
10. Federal False Claims Act. The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
11. Performance Measures. The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project.
12. Withholding Funds. The Public Agency understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis. Funds may also be withheld if the Public Agency fails to satisfactorily and promptly address outstanding issues from audits or investigations or reviews of DOJ awards.
13. Consultant Rates. Approval of this Agreement does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
14. Environmental Laws and Regulations. The Public Agency agrees to comply with all federal, state, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Agreement.
15. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), BJS encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. Conferences. The Public Agency shall comply with all applicable laws, regulations, policies, and official DOJ guidance governing the use of federal funds for expense related to conferences, including the provision of food and/or beverages at such conferences, and costs of attendance.
17. Non-disclosure Agreements. The Public Agency shall not require any employee or contractor to sign an internal confidentiality statement that prohibits or restricts the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
18. OJP Training Guiding Principles. Any training or training material that the Public Agency develops or delivers with award funds shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees (<https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>).
19. Reprisal. The Public Agency, in compliance with 41 U.S.C. 4712, shall not discriminate against an employee as reprisal for the disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.

20. Subrecipients.

- a. General. If the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 54. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. "High Risk" Designation. If the Public Agency is designated a "high risk" by a federal grant-making agency outside of DOJ during the course of this award, the Public Agency must disclose the fact to WSP. The Public Agency agrees to comply with any additional requirements may be imposed by the DOJ or WSP.
- c. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.
- d. The Public Agency, if a law enforcement agency, shall have been certified or in the process of being certified by an approved independent credentialing body.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order – 2024 Ford F-550 4x4 with Switch-N-Go

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order with Bickford Ford in the amount of \$107,208, plus applicable sales tax, for procurement of a 2024 Ford F-550 4x4 with Switch-N-Go system.

SUMMARY: The Fleet budget was appropriated funds for the replacement of J015 in the amount of \$85,000 and to additionally procure a Switch-N-Go system, in the amount of \$35,000. The Switch-N-Go system is an equipment upgrade to add functionality to the replacement equipment. City staff obtained a final quote as per Snohomish County Bid #062-16SR in the amount of \$107,202, plus applicable sales tax.

ATTACHMENTS:

[2024 F-550 Quote.pdf](#)

[Bickford PO F00012 Parks F550 Switch & Go 20240603.pdf](#)

#J015-REPLACEMENT

2024 FORD F-550 REG CAB 4X4 7.3L GAS CHASSIS 169" W/BASE SWITCH & GO

CNGP530

VEHICLE ORDER CONFIRMATION

05/21/24 16:46:05

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Dealer: F74540

Page: 1 of 2

Order No: 0000 Priority: G2 Ord FIN: QP307 Order Type: 5B Price Level: 425
Ord PEP: 660A Cust/Flt Name: MARYSVILLE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
F5H	F550 4X4 CHAS/C	\$57420	\$54549.00	FLEET SPCL ADJ	NC	\$(720.00)
	169" WHEELBASE			FRT LICENSE BKT	NC	NC
Z1	OXFORD WHITE		18B	PLAT RUNNING BD	320	291.00
A	VNYL 40/20/40			19500# GVWR PKG		****
S	MED DARK SLATE		425	50 STATE EMISS	NC	NC
660A	PREF EQUIP PKG		473	SNOW PLOW PREP	250	228.00
	.XL TRIM		512	SPARE TIRE/WHL2	350	319.00
572	.AIR CONDITIONER	NC	NC	52S INTR WORK SURF	140	128.00
	.AMFM/MP3/CLK					
99N	.7.3L DEV V8 ENG			TOTAL BASE AND OPTIONS	63535	56684.04
44G	10-SPD AUTOMATC	NC	NC	TOTAL	63535	56684.04
TGK	225 MAX TRAC	215	195.00	*THIS IS NOT AN INVOICE*		
X8L	4.88 LTD SLIP	395	360.00			
68M	PAYLD PLUS UPGR	1155	1051.00	* MORE ORDER INFO NEXT PAGE *		
	JOB #2 BUILD			F8=Next		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC08680

PER SNOHOMISH COUNTY CONTRACT # 062-16SR

CNGP530

VEHICLE ORDER CONFIRMATION

05/21/24 16:46:24

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Dealer: F74540

Page: 2 of 2

Order No: 0000 Priority: G2 Ord FIN: QP307 Order Type: 5B Price Level: 425
Ord PEP: 660A Cust/Flt Name: MARYSVILLE PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
59H	HI MNT STOP LMP	NC	NC			
60X	AUTO E-BRKE RMV	NC	NC	TOTAL BASE AND OPTIONS	63535	56684.04
61J	JACK	NC	NC	TOTAL	63535	56684.04
61L	WHL WLL LNR FRT	180	164.00	*THIS IS NOT AN INVOICE*		
65Z	AFT AXLE TANK	NC	NC			
67A	350 AMP ALTRNTR	NC	NC			
76C	EX BACKUP ALARM	175	160.00			
86M	DUAL BATTERY	210	191.00	\$ 56684.04	NET COST	
87Z	RR CAM & PREP K	415	377.00	\$ 900.00	MARK UP	
98G	CNG/PRP GASEOUS	315	286.00	\$ 866.00	SPARE FOB KEYS X 4	
	SP DLR ACCT ADJ		(1230.00)	\$ 152.00	HITCH REDUCER	
	SP FLT ACCT CR		(1694.00)	\$ 195.00	FRONT W/TECH MATS	
	FUEL CHARGE		27.04	\$ 495.00	SERVICE MAN & WIRING DIAG	
B4A	NET INV FLT OPT	NC	7.00	\$ 31848.00	SWITCH & GO (ABW1400)	
	DEST AND DELIV	1995	1995.00	\$ 138.00	CAMERA INSTALL	
				\$ 10509.00	SNOW PLOW (ABW1623)	
				\$ 4746.00	LIGHTING SYSTEM ALLIED	
				\$ 1275.00	7500 LUMEN WORK LIGHTS	
					(ABW 1758)	
				\$- 600.00	GPC	
				\$ 107208.00	PLUS 9.6% TAX	

Thank You,

Chris Webster

Bickford Motors

Commercial Account Manager

425-330-7687 cell

360-563-0909 direct

www.bickford.net

- ALL SPECIFICATIONS CORRECT-GOOD TO ORDER

5-30-2024

Bak Smith



Fleet Services Division
 80 Columbia Ave
 Marysville, WA 98270
 Phone: (360) 363-8250
 Fax: (360) 651-5524
www.marysvillewa.gov/

PURCHASE ORDER

DATE	6/3/2024
PO #	F00012

SHIP TO	
Fleet Services City of Marysville 80 Columbia Ave Marysville, WA 98270	
ACCT. CODE	50100048.564000.2406
	50100048.564000.2401

VENDOR	
Company Name:	Bickford Ford
Attention:	Chris Webster
Street Address:	3100 Bickford Ave
City, ST ZIP:	Snohomish, WA. 98290
Phone:	360-563-0909

ORDER DETAILS	
Requested By:	Mark Cardon
Date Expected:	12/31/2024
F.O.B. Point:	Marysville
Ship Via:	Driver
Equipment/Vehicle NO:	

ITEM NO. / DESCRIPTION	QTY	UNIT PRICE	EXTENSION	TAX
2024 Ford F-550 Reg Cab 4X4 7.3 Gas Chassis 169" W/Base Switch & Go	1	\$107,208.00	107,208.00	
Fleet Replacement for Parks Vehicle #J015 Per 2023-2024 Budget			-	
As per Snohomish County Bid #062-16SR and City of Marysville Specifications			-	-
			-	
			-	
Plus any additional Sales Tax That May Be incurred			-	
Delivering Dealer: Bickford Ford			-	
			-	
			-	

Comments or Special Instructions
 Council approved \$85,000 for the replacement of Parks Flatbed Truck J015 and \$35,000 for the addition of a Switch-N-Go flatbed to that vehicle. Total budget \$120,000
 This unit is available as a single purchase utilizing the State Contract.

SUBTOTAL	\$ 107,208.00
TAX	\$ -
SHIPPING	
OTHER	
TOTAL	\$ 107,208.00

Authorized By

Received By



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement Supplement No. 2 and Project Prospectus for the State Avenue Corridor Pavement Preservation NHS

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus for the State Avenue Corridor Pavement Preservation NHS.

SUMMARY: The City was awarded a total of \$2,860,500 from the WSDOT National Highway System (NHS) Asset Management Program for the State Ave Corridor Pavement Preservation NHS Project between 1st Street and Grove Street. The total contracted cost for all project phases totaled \$2,143,039. As such, a Local Agency Agreement Supplement is required to de-obligate the difference of \$717,461.

ATTACHMENTS:

[State Ave NHS_LAA De-Obligation and CO1_revised.pdf](#)
[State Ave NHS_De-Obligation Prospectus.pdf](#)



Agency City of Marysville		Supplement Number 2
Federal Aid Project Number NHPP-2691 (012)	Agreement Number LA 10417	CFDA No. 20.205 - Highway Planning and Construction

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

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave Corridor Pavement Preservation NHS

Length approx. 0.80 miles

Termini 1st St. NE to Grove St.

Description of Work ☒ No Change

Reason for Supplement

Funding de-obligation to contracted amount and Change Order No. 1

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 6/30/2027

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	33,500.00	0.00	33,500.00	0.00	33,500.00
	b. Other Consultant	136,000.00	0.00	136,000.00	0.00	136,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	500.00	0.00	500.00	0.00	500.00
	e. Total PE Cost Estimate (a+b+c+d)	170,000.00	0.00	170,000.00	0.00	170,000.00
Right of Way 0 %	f. Agency	0.00	0.00	0.00	0.00	0.00
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services	0.00	0.00	0.00	0.00	
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract	2,337,600.00	-581,517.00	1,756,083.00		1,756,083.00
	l. Other CM Consultant	350,200.00	-135,944.00	214,256.00		214,256.00
	m. Other contract- local funds	500.00	0.00	500.00	500.00	0.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency	0.00		0.00	0.00	0.00
	p. State Services	2,200.00		2,200.00	0.00	2,200.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	2,690,500.00	-717,461.00	1,973,039.00	500.00	1,972,539.00
	r. Total Project Cost Estimate (e+j+q)	2,860,500.00	-717,461.00	2,143,039.00	500.00	2,142,539.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number NHPP-2691 (012)	Agreement Number LA 10417	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – 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 must be provided with the supplement. 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 FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	6/11/2024
Federal Aid Project Number	NHPP-2691 (012)			DUNS Number	076658673
Local Agency Project Number	R2107	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title State Ave Corridor Pavement Preservation NHS			Start Latitude N 48.049231 End Latitude N 48061430	Start Longitude W -122.177066 End Longitude W -122.176915	
Project Termini From-To 1st St Grove St			Nearest City Name Marysville		Project Zip Code (+4) 98270-4241
Begin Mile Post N/A	End Mile Post N/A	Length of Project approx. 0.80 miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region		Legislative District(s) 38		Congressional District(s) 1	Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$170,000	\$0	\$170,000	Month	Year
R/W	\$0	\$0	\$0	March	2022
Const.	\$1,973,039	\$0	\$1,973,039	April	2024
Total	\$2,143,039	\$0	\$2,143,039		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 58 feet	Number of Lanes 5
Existing 5 lanes with a 58-foot curb-to-curb width.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
This project will include a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards.

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
Project Prospectus	By _____ Approving Authority				
	Title Max Phan, City Engineer				Date

Agency City of Marysville	Project Title State Ave Corridor Pavement Preservation N	Date 6/11/2024
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Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction ☐ Path / Trail ☐ 3-R
☒ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R
☐ Railroad ☐ Parking ☐ Other
☐ Bridge

Roadway Width

58

Number of Lanes

5

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS	☐ Principal Arterial ☒ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	30	25 to 35
Design Speed	35	25 to 35
Existing ADT	17,000	23,500
Design Year ADT	17,000	23,500
Design Year	2018	2016
Design Hourly Volume (DHV)	1,200	1,900

Performance of Work

Preliminary Engineering Will Be Performed By Transpo Group, LLC (City's design consultant)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
☐ Class III - Environmental Assessment (EA)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements
- ☒ Class II - Categorically Excluded (CE)
☐ Projects Requiring Documentation (Documented CE)

Environmental Considerations

None

Agency City of Marysville	Project Title State Ave Corridor Pavement Preservation N	Date 6/11/2024
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities

☒ 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

Railroad

☒ 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

Adjustment of utilities to match final grade, replacement of lids and monuments as needed.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

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

By _____

Mayor/Chairperson

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement Supplement No. 2 and Project Prospectus for the 116th ST Corridor Pavement Preservation NHS

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus for the 116th ST Corridor Pavement Preservation NHS

SUMMARY: The City was awarded a total of \$1,656,400 from the WSDOT National Highway System (NHS) Asset Management Program for the 116th Street Pavement Preservation NHS Project between I-5 and State Avenue. The total contracted cost for all project phases totaled \$1,124,114. As such, a Local Agency Agreement Supplement is required to de-obligate the difference of \$532,286.

ATTACHMENTS:

[116th St NHS_LAA_De-Obligation.pdf](#)
[116th St NHS_De-Obligation -Prospectus.pdf](#)



Agency City of Marysville		Supplement Number 2
Federal Aid Project Number NHPP-2701(006)	Agreement Number LA10418	CFDA No. 20.205 - Highway Planning and Construction

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

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name 116th St Pavement Preservation NHS

Length 0.37 miles

Termini 3700 116th St NE to 4200 116th St NE

Description of Work ☒ No Change

Reason for Supplement

Construction bids were significantly less than the engineer's estimate, and amount of previously obligated funds.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 6/30/2027

Advertisement Date 1

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	14,500.00		14,500.00		14,500.00
	b. Other Consultant	60,000.00		60,000.00		60,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	500.00		500.00		500.00
	e. Total PE Cost Estimate (a+b+c+d)	75,000.00	0.00	75,000.00	0.00	75,000.00
Right of Way 0 %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract	1,373,200.00	-532,286.00	840,914.00		840,914.00
	l. Other CM Consultant	130,978.00	75,022.00	206,000.00		206,000.00
	m. Other consultant - local funds	75,022.00	-75,022.00	0.00		0.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State Services	2,200.00		2,200.00		2,200.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	1,581,400.00	-532,286.00	1,049,114.00	0.00	1,049,114.00
	r. Total Project Cost Estimate (e+j+q)	1,656,400.00	-532,286.00	1,124,114.00	0.00	1,124,114.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title
Agency Date

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number NHPP-2701(006)	Agreement Number LA10418	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – 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 must be provided with the supplement. 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 FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	6/18/2024
Federal Aid Project Number	NHPP-2701 (006)			DUNS Number	076658673
Local Agency Project Number	R2108	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title 116th St Pavement Preservation NHS			Start Latitude N 48.100071 End Latitude N 48.099933	Start Longitude W -122.182968 End Longitude W -122.174998	
Project Termini From-To 3700 116th St NE 4200 116th St NE			Nearest City Name Marysville		Project Zip Code (+4) 98271-5891
Begin Mile Post N/A	End Mile Post N/A	Length of Project approx. 0.35 miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region		Legislative District(s) 38, 39		Congressional District(s) 1	Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$75,000	\$0	\$75,000	March	2022
R/W	\$0	\$0	\$0	Not Required	
Const.	\$1,049,100	\$0	\$1,049,100	August	2024
Total	\$1,124,100	\$0	\$1,124,100		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 58 feet	Number of Lanes 5
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Existing 5 lanes with a 58-foot curb-to-curb width.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will include a full width 2-inch grind and overlay, pavement repair where necessary, curb ramp replacement to meet ADA requirements, replacement of signal equipment triggered by ramp upgrades, signal detection, and pavement markings to current standards.

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
Project Prospectus	By _____ Approving Authority				
	Title Max Phan, City Engineer				Date

Agency City of Marysville	Project Title 116th St Pavement Preservation NHS	Date 6/18/2024
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Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|--|--|--------------------------------|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R |
| ☒ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☐ Other |
| ☐ Bridge | | |

Roadway Width

58

Number of Lanes

5

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS	☒ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☒ Minor Collector ☒ Local Access ☒ Urban ☐ Rural ☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	35	25 to 40
Design Speed	35	25 to 40
Existing ADT	3,365	17,000
Design Year ADT	3,365	17,000
Design Year	2018	2018
Design Hourly Volume (DHV)	400	1,200

Performance of Work

Preliminary Engineering Will Be Performed By Transpo Group (City's design consultant)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☐ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

None

Agency City of Marysville	Project Title 116th St Pavement Preservation NHS	Date 6/18/2024
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities

☒ 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

Railroad

☐ 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

Adjust utilities to match final grade, replace lids and monuments as necessary.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

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

By _____

Mayor/Chairperson

Date _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Services Agreement with Environmental Science Associates (ESA) for the Snohomish County Flood Control Grant CLFR-119b Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Environmental Science Associates (ESA), in the amount of \$237,495.00, for the Snohomish County Flood Control Grant CLFR-119b Project.

SUMMARY:

Due to increasingly high “King Tides”, repeated tidal overflows of the existing levee, the looming threat of global sea level rise and the location of the City’s Public Works facility and WWTP, Marysville has realized the critical importance of beginning to plan for flood risk reduction along the Ebey Slough. To that end the City applied for, and has received, \$250,000.00 in ARPA - Corona Virus State and Local Fiscal Recovery Funds, from the Snohomish County Office of Recovery and Resilience, to begin researching and developing solutions to this growing issue.

On January 1st, 2024, the City advertised a Request for Proposals, for firms interested in providing the designated engineering services associated with the grant. The City received proposals from two (2) firms and selected ENGEO and ESA to participate in an interview selection process.

Interviews were conducted on February 13th, 2024 and February 16th, 2024 respectively. Following interviews, the consultant selection committee concluded that ESA was the most qualified firm for the project. The key objectives, actions and deliverables associated with ESA’s scope and fee, include but are not limited to a Sea Level Rise Report, Alternatives Analysis, Operations and Maintenance Manual and Preliminary Design.

ATTACHMENTS:

[__2024-06-18_PSA_MFCG_ESA_R01.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND ENVIRONMENTAL SCIENCE ASSOCIATES**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Environmental Science Associates, a corporation, organized under the laws of the state of California, located and doing business at 2801 Alaskan Way, Suite 200, Seattle, WA 98121-1136 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement will commence upon last date of signature below and will terminate at midnight on **December 31, 2026**, or on the day final payment is received by the Consultant if before **December 31, 2026**, unless sooner terminated by either party as provided in this Agreement. The parties may extend the term of this Agreement by written amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Two Hundred Thirty Seven Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$237,495.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes,

amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability 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 Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant 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 Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant to correct the breach, immediately terminate the 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, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant 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 Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
Adam Benton, Project Engineer
501 Delta Avenue
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

ENVIRONMENTAL SCIENCE ASSOCIATES

Lindsey Sheehan, P.E.

2801 Alaskan Way, Suite 200

Seattle, WA 98121

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED _____

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED _____

ENVIRONMENTAL SCIENCE
ASSOCIATES

By _____
Jon Ambrose
Its: Director

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

memorandum

date April 8, 2024

to Adam Benton, City of Marysville

cc

from Lindsey Sheehan, PE and Eduardo Sierra, ESA

subject City of Marysville Flood Control Project Scope and Budget

This memorandum provides a scope and budget for the City of Marysville's Flood Control Project.

Scope

Task 1. Project Management and Meetings

ESA will schedule biweekly or monthly meetings with the City's project manager and up to two ESA staff as needed to check in on project progress (up to 1 hour per month). This task will also include ESA's management of the schedule, budget, and invoicing. This task assumes an average of 2 hours of general management per month for an assumed 24-month project duration (May 2024 through May 2026).

Deliverables

- Attendance at as-needed biweekly (30 min) or monthly (1 hr) meetings
- Monthly invoices

Task 2. Sea Level Rise Report

Task 2.1 Data Review

ESA will collect and review pertinent available datasets and documents that will be considered and used to complete the Sea Level Rise Report. The following is a partial list of known data, which will be collected and reviewed in addition to other datasets collected during the project.

- Hydraulic and Hydrologic Modeling in the Snohomish Watershed (Watershed, 2021)
- Snohomish River Comprehensive Floodplain Management Plan (Snohomish County)

- Adapting to Climate Change: A Planning Guide for State Coastal Managers (National Oceanic and Atmospheric Administration [NOAA] 2010)
- Sea Level Rise Projections for Washington (Miller et al. 2018)
- Washington Sea Level Rise Projections Visualization Tools (University of Washington Climate Impacts Group (CIG) 2018)
- Extreme Coastal Water Levels in Washington State, Guidelines to Support Sea Level Rise Planning (CIG et al. 2019)
- Guidelines for Mapping Sea Level Rise Inundation for Washington State (CIG and Sea Grant 2018)
- FEMA Flood Insurance Rate Maps and Flood Insurance Study for the coastline
- Washington State Coastal Atlas (Department of Ecology)
- NOAA Sea Level Rise Viewer
- NOAA Coastal Flood Exposure Mapper

The result of our review of available data and studies will be to identify any critical data gaps for the assessment. To address critical data gaps, we will develop a set of reasonable assumptions for use in the assessment and/or identify additional data collection or studies that could be performed in the future as part of subsequent phases of this project.

ESA will compile and analyze information and data derived from existing studies, reports, and data sources under this task. This will inform the Existing Conditions Section of the Sea Level Rise Report

Task 2.2 HEC RAS Model Review and Model Development

After the data has been collected, ESA will review the 2D hydraulic model of the Snohomish River prepared by Watershed Science and Engineering (2021) and will update the hydraulic model for Marysville as needed. We assume the city will be able to provide the model within 1 month of contracting and that the existing/available LiDAR and digital elevation model datasets are adequate for modeling purposes. We will model the king tide (annual high water level event) and the 100-year event for both 2 and 5 ft of sea level rise. We will then run the hydraulic model using water levels adjusted by sea level rise for the downstream boundary condition and river flows adjusted for increased precipitation for the upstream boundary condition to understand potential extreme water levels at the project site. ESA will evaluate waves and wave runup using empirical equations in addition to the hydraulic modeling, although we anticipate that full wave modeling is not required for this study..

The results of the modeling will be used to develop flood hazard maps to evaluate how different scenarios may impact Marysville's assets in this area.

Deliverables

- GIS shapefiles of flood hazard zones for each scenario

Task 2.3 Vulnerability Analysis and Reporting

ESA will conduct a vulnerability analysis by analyzing the exposure of key infrastructure to the different flood scenarios, the sensitivity of assets to flooding, and the adaptive capacity of the assets. We will talk with the asset managers as much as possible to better understand flooding impacts and details about the major City assets.

We will then prepare a report to document the modeling and vulnerability analysis. We assume the City will provide one set of consolidated comments between the draft and final report.

Deliverables

- Draft and Final Sea Level Rise Report

Task 3. Alternatives Development

ESA will develop a set of viable alternatives to adapt to the impact of future sea level rise, grounded in the insights from the Sea Level Rise Report. We anticipate that the list of alternatives would include a range of approaches, such as increases to the height of existing levees to accommodate anticipated rises in sea level, strengthening levee structures and regular maintenance and inspection to ensure ongoing maintenance, and frequent inspections to address any wear, erosion, or potential weak points in the levee system. Multi-objective measures that incorporate environmental considerations and a holistic approach will be prioritized over those focusing on independent or single-purpose solutions for protection.

After reviewing the initial list of alternatives, the City and ESA will identify the top 3 alternatives to focus on. We will develop conceptual figures that can be presented as part of the Public Outreach (Task 4). We assume one round of comments in between the draft and final figures.

Deliverables

- Draft and Final Alternatives Figures

Task 4. Public Outreach

ESA will create a well-designed engagement program to help the City communicate the risks and potential solutions to flooding near the project area. This program will efficiently communicate the results of the Sea Level Rise Study and the alternatives developed under Task 3.

ESA would lead an initial meeting with City staff to identify past successful and unsuccessful engagement strategies with community members in the past so that we can tailor our approach for the project. This will include co-developing key messages on the project to clearly identify risks and opportunities, how community members can participate, and how their investments of time and feedback will be used by the City to ensure ESA and City project team members are using consistent language in communications with community members.

Based on the engagement strategy developed with the City, we will develop outreach materials such as press releases, social media blurbs, a FAQ digital brochure, and online survey/comment cards to capture community members' questions and concerns. We will then facilitate a community meeting with up to 2 ESA staff to provide information on the Sea Level Rise Report and solicit input on the 3 adaptation alternatives.

The results of the online survey/comment cards and the stakeholder meeting will be used to help determine the preferred alternative and will be summarized in the Alternatives Analysis Report

Deliverables:

- Engagement strategy
- Outreach materials such as press releases, social media blurbs, and a digital brochure
- Online survey/comment card summary of results
- Meeting agenda, presentation, notes, and attendance logs

Task 5. Alternatives Analysis Report

Once a set of alternatives is developed in Task 3, ESA will work with the City to evaluate each measure for application in Marysville, considering effectiveness, tradeoffs, and relative costs, in addition to community priorities identified in the community meeting. The Alternative Analysis Report will define the criteria used to assess each alternative to ensure that decisions are made based on thorough research, comprehensive analysis, and a clear understanding of the potential impacts and outcomes of each alternative solution.

After analyzing input from stakeholders and comparing and evaluating the three alternatives with a focus on long-term resiliency, we will prepare the Alternatives Analysis Report to document the analysis and identify the most suitable alternative (preferred alternative) for the City to advance to the next design phase.

Deliverables

- Draft and Final Preferred Alternative Report

Task 6. Operations and Maintenance Plan

ESA will develop an Operations and Maintenance (O&M) Manual using the Corps of Engineers Levee Safety program and their O&M Template. This manual will serve as a crucial guide for ensuring the effectiveness and longevity of these mitigation measures.

Objectives of the Manual:

- Documenting Adaptation Measures: Provide detailed documentation of all current and planned adaptation measures to address risks due to sea level rise.
- Standardizing Procedures: Establish standardized operating procedures for the effective management and maintenance and repair procedures of these measures.
- Training and Education: Serve as an educational tool for training staff responsible for implementing and maintaining adaptation measures.
- Compliance and Safety: Document relevant regulations and safety standards in the operation and maintenance of infrastructure protection measures.

- Adaptability and Updates: Create a framework for periodic updates to the manual as new challenges, technologies, and best practices emerge.

Deliverables

- Draft and Final Operations and Maintenance Manual

Task 7. Preliminary Design Documents

The primary objective of the Preliminary Design Documents is to provide a foundational blueprint for the preferred alternative to adapt to the impacts of sea level rise and enhance flood control measures. This will include design plans and an Engineer's opinion of probable costs. The documents will contain plan view drawings and cross sections that will reflect initial ideas about dimensions, materials, and configurations. A provisional cost assessment will be included to provide the initial financial framework for the project and estimates for future grant funding applications.

Deliverables

- 30% engineering drawings (up to eight 11x17 sheets, including plan views and typical sections/profiles)

Budget

Task #	Task Name/Description	Budget
1	Project Management and Meetings	\$ 22,749
2	Sea Level Rise Report	\$ 74,691
2.1	Data Review	\$ 13,266
2.2	Model Development	\$ 45,736
2.2	Vulnerability Assessment & Reporting	\$ 15,689
3	Alternatives Development	\$ 27,575
4	Public Outreach	\$ 26,640
5	Preferred Alternatives Memo	\$ 18,804
6	Operations and Maintenance Manual	\$ 18,787
7	Preliminary Design Documents	\$ 48,249
	Total	\$ 237,495

*All labor expenses include a 3% labor technology and data management fee.

Environmental Science Associates & Subsidiaries

2024 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$255	\$282	\$311	\$341	\$371	\$401
Principal Consultant	\$210	\$238	\$265	\$293	\$321	\$349
Managing Consultant	\$189	\$211	\$234	\$256	\$278	\$300
Senior Consultant	\$155	\$171	\$192	\$212	\$233	\$253
Associate Consultant	\$137	\$151	\$164	\$177	\$190	\$203
Consultant	\$104	\$117	\$129	\$143	\$156	\$169
Project Technician	\$75	\$97	\$119	\$142	\$164	\$186

- The range of rates shown for each staff category reflects ESA staff qualifications, expertise, and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation

- Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
- Common carrier or car rental – actual expense multiplied by 1.15
- If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.

2. Lodging, meals, and related travel expenses – direct expenses multiplied by 1.15

B. Technology and Data Management Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:

1. Ongoing long-term retention and retrieval, management, and security of project-related data.
2. Proprietary tools, cloud data services, data science and AI capabilities as required for project delivery.

C. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600
*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.				

D. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

E. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 100 ^a	\$ 500	
Vehicles – 4x4 /Truck (light duty)	150		
Vehicles – 4x4 /Truck (heavy duty)	175		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofisher	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	75		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	150	600	
Sidescan Sonar	200		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
Boats:			
Small Watercraft	\$ 50	\$ 200	
15'-17' Boat	350	1,200	
20'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

^a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Department of Commerce Grant Agreement 24-96647-082 for the construction of Ebey Waterfront Trail Phase 4a

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Department of Commerce Grant Agreement 24-96647-082.

SUMMARY: The City of Marysville received \$1,000,000 in legislative funds for the final phase of the Ebey Waterfront Trail project. This grant agreement, administered through the Department of Commerce (DOC), will obligate \$587,563.00 in construction funds for Phase 4a of the project, which includes the construction of the trail along the newly constructed dike, an RRFB crossing, and grading of the property at 4922 61st St NE, Marysville, WA. Remaining funds, including those not spent for Phase 4a, will be reallocated to the Phase 4b of the Ebey Waterfront Trail which will be constructed at a later date.

ATTACHMENTS:
[S24082_Ebey Waterfront Trail Phase IV-A_ DRAFT.pdf](#)



Grant to

City of Marysville

through

The 2024 Local and Community Projects Program

For

Ebey Waterfront Trail Phase 4a (Marysville)- Complete the trail section along the newly constructed dike, demolish the existing duplex at 4922 61st St. NE, and grade the property in preparation for the parking lot that will be a part of the new trail head.

Start date:

7/1/2023

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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 24-96647-082

Washington State Department of Commerce Local Government Division Community Capital Facilities Unit

1. GRANTEE City of Marysville 501 Delta Avenue Marysville, Washington 98270		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Max Phan City Engineer/Assistant Public Works Director (360) 363-8276 mphan@marysvillewa.gov		4. COMMERCE Representative Chuck Hunter Project Manager (360) 764-3312 Fax 360-586-5880 chuck.hunter@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$587,563.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date 7/1/2023	8. End Date 6/30/2027, contingent on reappropriation, 6/30/2025 if funds are not reappropriated
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001459	11. SWV # SWV0000432-00	12. UBI # 314-000-001	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide funding for Phase 4a complete the trail section along the newly constructed dike, demolish the existing duplex at 4922 61st St. NE, and grade the property in preparation for the parking lot that will be a part of the new trail head as described in Attachment A – Scope of Work (the “Project”). COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.			
FOR GRANTEE _____ Jon Nehring, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM  Dawn Cortez, Assistant Attorney General Washington State Office of the Attorney General Date 5/7/2024	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Marysville ("GRANTEE"), and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, Section 1025, made an appropriation to support the 2024 Local and Community Projects Program, and as amended in the Laws of 2024, Chapter 375, Section 1011, and directed COMMERCE to administer those funds; and

WHEREAS, the GRANTEE intends to complete the Project, which will result in completing the trail section along the newly constructed dike, demolish the existing duplex at 4922 61st St. NE, and grade the property in preparation for the parking lot that will be a part of the new trail head; and

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

WHEREAS, the Project is one component of a larger multiphase project, which will result in Phase 4b to complete the trail along Sunnyside Blvd, west of 53rd Avenue NE and south along 47th Avenue NE, to connect with the First Street Bypass. Phase 4b will also include the completion of the trail head parking lot. Phase 4b requires acquisition of additional property rights, which will require most of 2024 to complete, therefore delaying construction until 2025.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$587,563.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

i) Eligible Project expenditures prior to the execution of this contract.

**SPECIAL TERMS AND CONDITIONS
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- ii) Cash dedicated to the Project.
 - iii) Funds available through a letter of credit or other binding loan commitment(s).
 - iv) Pledges from foundations or corporations.
 - v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to COMMERCE'S approval.
- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

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- D. Covenant. If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures corresponding to activities described in the Scope of Work in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for of each invoice of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

**SPECIAL TERMS AND CONDITIONS
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The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract.

The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy. The Certificate of Occupancy should be submitted with GRANTEE's final request for reimbursement.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

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9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

B. Additional Insurance Requirements during the Term of the Grant

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

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- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant until Commerce has issued a Close-Out Letter to the Grantee. Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least six months (6 months) following the date of the Close-Out Letter or include an extended reporting period of at least six months following the date of the Close-Out Letter.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

Professional Liability, Errors and Omissions Insurance for Contractors. The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting.

GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions

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- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the

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rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2025 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

22. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

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23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The “Copyright Provisions”, Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys’ fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEES are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

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- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and

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execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

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19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

28. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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30. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

31. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

32. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

39. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

**GENERAL TERMS AND CONDITIONS
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discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

40. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used by the City of Marysville for the Ebey Waterfront Trail located at 4922 61st Avenue NE, Marysville, WA 98270.

This will include, but not be limited to, phasing the projects. This first phase, 4a will complete the trail section along the newly constructed dike, demolish the existing duplex at 4922 61st St. NE, and grade the property in preparation for the parking lot that will be a part of the new trail head.

This Project will serve as a benefit to the public by connecting existing paths from Sunnyside Blvd to the 1st Street Bypass and down the levee adjacent to the Qwuloolt Estuary providing Marysville residents safe pedestrian travel.

Phase 4a of the Project is anticipated to be completed in December 2024.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$117,513.00
Construction	\$587,563.00
Construction Management	\$70,507.00
Total Contracted Amount:	\$775,583.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City of Marysville	\$188,020.00	
Total Non-State Funds		\$188,020.00
State Funds		
State Capital Budget	\$587,563.00	\$587,563.00
Total Non-State and State Sources		\$775,583.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Engineering Coordinator Laurie Barbosa, Public Works

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Professional Service Agreement with Transportation Solutions Inc. for 2022 Citywide Pedestrians Safety Improvements

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Professional Services Agreement with Transportation Solutions Inc., in the amount of \$113,977.00, for engineering design related to the 2022 Citywide Pedestrians Safety Improvements project.

SUMMARY:

The 2022 Citywide Pedestrians Safety Improvements project will install rectangular rapid flashing beacons, marked crosswalks, and associated crosswalk improvements at twelve locations around the city.

On January 10, 2024, the City advertised a Request for Proposals, asking firms to submit written proposals by January 31, 2024 stating their qualifications to provide consultant services related to the 2022 Citywide Pedestrians Safety Improvements project. The City received two proposals and the firms were interviewed to further assess their qualifications, project understanding, and proposed approach. Interviews were conducted on February 14, 2024 and selection committee chose Transportation Solutions Inc. as the most qualified firm for the project.

The attached Professional Services Agreement will provide full design and permitting required for the project. It is in staff's opinion that the negotiated scope and fee of \$113,977.00 demonstrate a clear approach to meet the project needs and schedule. This amount will be 100% reimbursable through funds obtained from the Highway Safety Improvement Program (HSIP).

ATTACHMENTS:

[_AENegotiatedHourlyRate_2024-06-26_compiled-compressed.pdf](#)

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Transportation Solutions, Inc.		
Address 16932 Wood-Red Rd NE Ste A206 Woodinville, WA	Federal Aid Number	
UBI Number 601-007-924	Federal TIN or SSN Number 91-1383114	
Execution Date	Completion Date 3/31/2025	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Citywide Pedestrians Safety Improvements		
Description of Work The work consists of preparing preliminary engineering design for improvements to multiple locations in Marysville, WA. The proposed improvements include installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), marked crosswalks, associated crosswalk, and associated ADA and utility work as needed at 12 locations. Locations include: 1. 83rd Ave NE at 72nd PL NE; 2. 51st Ave NE approximately 250' north of 121st ST NE; 3. 51st Ave NE approximately 100' south of 126st ST NE; 4. Sunnyside Blvd at 57th Dr NE; 5. Grove St at 55th Ave NE; 6. 51st Ave NE approximately 200' north of 92nd St NE; 7. Sunnyside Blvd at 46th ST NE; 8. 83rd Ave NE at 35th ST NE; 9. Grove St at Bayview Trail; 10. Grove St at 70th St NE/72nd St NE; 11. 71st Ave NE at 35th St NE; 12. 76th St NE at 44th Dr NE		
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: \$113,970.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
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 City of Marysville 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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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:		If to CONSULTANT:	
Name: Valorie Cross		Name: Kirk Harris	
Agency: City of Marysville		Agency: Transportation Solutions, Inc.	
Address: 501 Delta Avenue		Address: 16932 Wood-Redmond Road, Suite A206	
City: Marysville	State: WA Zip: 98270	City: Woodinville	State: WA Zip: 98072
Email: VCross@marysvillewa.gov		Email: kirkh@tsinw.com	
Phone: 360-363-8254		Phone: 425-883-4134	
Facsimile: NA		Facsimile: NA	

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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.

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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **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 lowest price available, 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 the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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.
- F. **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.

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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 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.

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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 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 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 in accordance with the termination for other than default clauses listed previously.

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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.

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

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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 by the Parties.

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.

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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: Valorie Cross
Agency: City of Marysville
Address: 501 Delta Avenue
City: Marysville State: WA Zip: 98270
Email: VCross@marysvillewa.gov
Phone: 360-363-8254
Facsimile: NA

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 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.

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.

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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.

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.

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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 and AGENCY 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.

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.

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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, AGREEMENTs, 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, scribbles, recordings, visual displays, photographs, minutes of meetings, 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.

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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.

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

Refer to Exhibit A - Scope of Work

Agreement Number:

EXHIBIT A

**SCOPE OF WORK
2022 CITYWIDE PEDESTRIANS SAFETY IMPROVEMENTS PROJECT**

A - Project Description

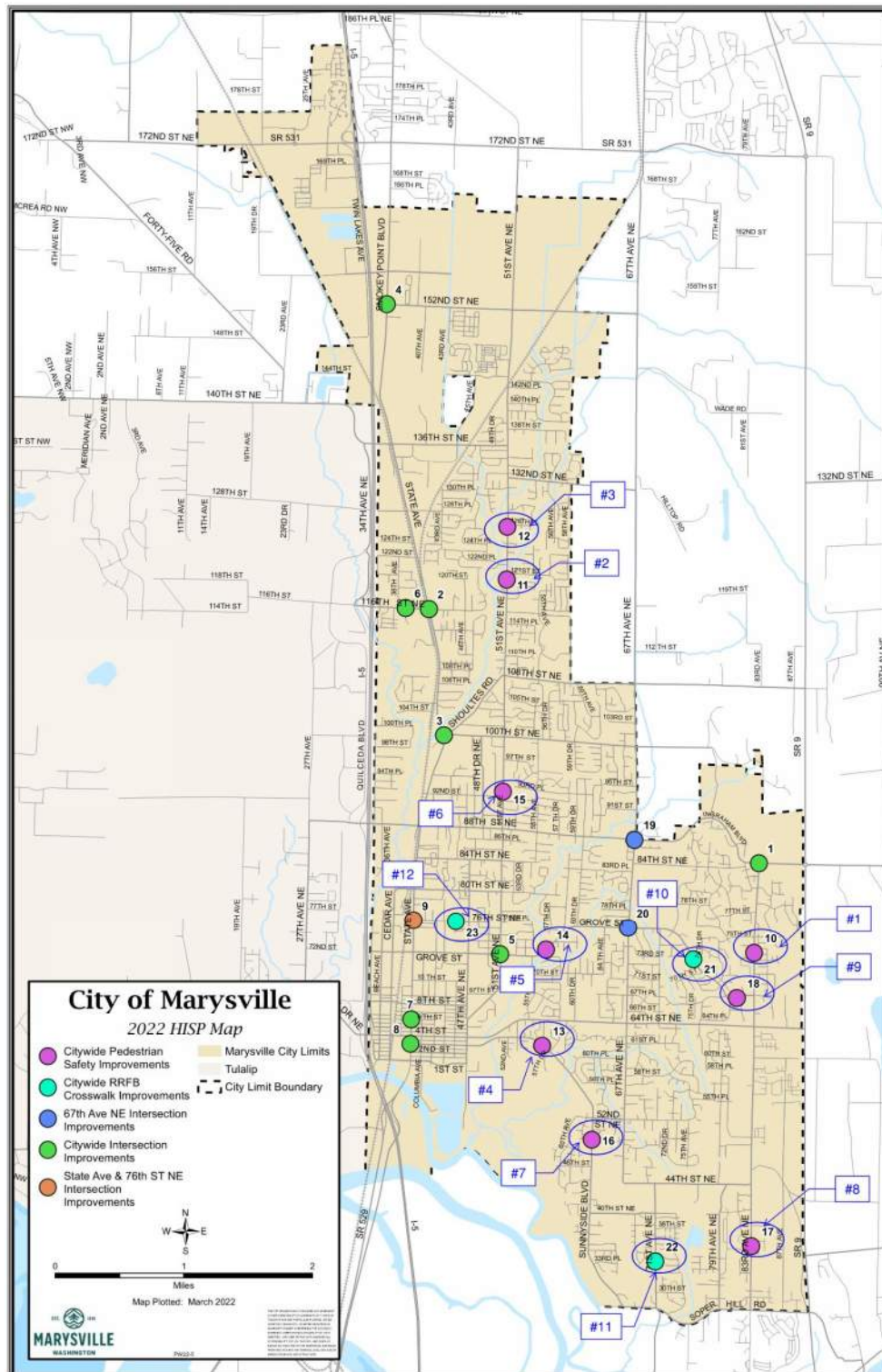
Transportation Solutions Inc. (CONSULTANT), in combination with other consultants with useful subject matter expertise (SUBCONSULTANTS), shall provide design assistance to the City of Marysville (CITY) to facilitate the 2022 Citywide Pedestrians Safety Improvements project (PROJECT). The design work consists of preparing Plans, Specifications, and Estimates (PS&E) necessary to implement improvements at multiple locations in the CITY. Design work will be in conformance with City of Marysville Public Works and Washington State Department of Transportation (WSDOT) design standards.

The CITY has received a federal grant for Local Road Safety under the Highway Safety Improvement Program (HSIP) to implement the PROJECT. The improvements will include the installation of pedestrian-actuated rectangular rapid flashing beacons (RRFB), marked crosswalks, associated crosswalk, and associated ADA and utility work as needed at 12 locations. The 12 locations (as shown on the vicinity map on the next page) are the following:

1. 83rd Ave NE at 72nd Pl NE
2. 51st Ave NE approximately 250' north of 121st St NE
3. 51st Ave NE approximately 100' south of 126th St NE
4. Sunnyside Blvd at 57th Dr NE
5. Grove St at 55th Ave NE
6. 51st Ave NE approximately 200' north of 92nd St NE
7. Sunnyside Blvd at 46th St NE
8. 83rd Ave NE at 35th St NE
9. Grove St at Bayview Trail
10. Grove St at 70th St NE/72nd St NE
11. 71st Ave NE at 35th St NE
12. 76th St NE at 44th Dr NE

The CITY intends for the PROJECT to have its design started in summer 2024 so that it is ready to advertise for construction bids in spring 2025. The DBE goal for consulting services established by WSDOT is 0.

The CONSULTANT team will provide services including design engineering to prepare plans, specifications and estimates (PS&E) for RRFBs, roadway, and utility improvements, surveying, environmental documentation and assistance with securing local, state, and federal approvals and permits; and other services as requested including property rights acquisition-related assistance, construction management, construction engineering and inspection service. The principal tasks for the PROJECT are:



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- Collect design data for the 12 RRFB locations. Conduct other site data as warranted and scoped.
- Perform an environmental analysis, assessment of permitting needs, and assist the City in acquiring necessary permits.
- Prepare bid documents including construction plans, technical specifications, and engineers estimate.
- Other work that may be included, depending on project funding or as part of future amendments include:
 - Assist City staff with utility coordination and relocation
 - Grant support
 - Services during bidding
 - Services during construction

B - Information, Responsibilities, and Services Provided by the CITY

The CITY will provide the following information, as available. The following is not intended to be an exhaustive list and additional items may be needed and requested to develop the project:

- Roadway and utility as-built drawings (if available)
- GIS data for project location (if available)
- Base map(s) in CAD of existing or proposed developments in the vicinity of the project improvements (if available)
- Geotechnical data, boring logs, and as-built drawings showing geotechnical information for pole foundations if available. Data from nearby projects is acceptable. (if available)
- City survey datum
- Existing right-of-way and/or plat maps for the intersection of project locations
- Grant application
- City-approved front end contract documents to include in the Project Manual with the project specifications

C - General Project Assumptions

This Scope of Services is based upon certain assumptions and exclusions, identified below and as part of specific tasks. The following assumptions were used in the development of this scope of services:

- AutoCAD Civil 3D 2019 will be utilized on the project and files will be submitted in .dwg format.
- AGi32 software will be used for illumination design (as/if warranted).
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- CONSULTANT will use contract document forms and a project specification template provided by the CITY as the starting point for development of the Project Manual/project specifications.
- CITY will provide review comments on the design documents following their submittal by the CONSULTANT.
- CITY will submit the applicable submittals prepared by the CONSULTANT to WSDOT for its review and facilitate coordination between the CONSULTANT and WSDOT toward achieving WSDOT design approvals. The CONSULTANT will submit this documentation electronically on behalf of the CITY if requested/authorized by the CITY.
- CITY will apply for and seek WSDOT approval of permits for the PROJECT in accordance with the requirements as outlined in the use of federal (HSIP) funds for the project.
- CONSULTANT will develop a design that is consistent with the directions included in the Request for Proposal and with subsequent in-person discussions with City staff that took place on 4/18/24 during a field review of the 12 project improvement locations.
- Acquisition of new right-of-way, permanent easements, or temporary construction easements is not required for construction of the PROJECT. If acquisition of property rights is required, it will be considered extra work, and it is expected that the CONSULTANT and CITY will negotiate an amendment to this agreement. The CONSULTANT team includes a SUBCONSULTANT, Abeyta & Associates, who has subject matter expertise in this field and will be called upon to provide a proposal to provide these extra services.

A single PS&E package will be developed to include the design of all upgrades. Bid schedules may be used to separate types of work that match available project funding. Common specifications will be used for all work. Plans will be as simple as possible to convey the work required and may include schematic depictions of work, annotated as-built drawings, and will rely upon field survey data as well as CITY provided GIS information, annotated aerial photos, annotated channelization plans, or simple sketches. Required survey, as outlined in the scope of services, will be provided by the CONSULTANT.

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Design Documents

Plans

- Plan sheets will be 11" x 17" in *.pdf format.
- Annotated Base Drawings with Construction Notes, Traffic Control Plans.

Specifications

- Specifications will be 8" x 11 ½" in *.pdf format.
- For 90% review submittal, the specifications will include all anticipated WSDOT format specifications and General Special Provisions (GSPs).
- For 100% review submittal and 100% bid package, the specifications will include all sections of the Project Manual, including appendices.

Estimates

- 8" x 11 ½" in .pdf format.
- Bid Schedules, if any, Specification Number, Bid Item Name, Quantity, Estimated Unit Cost, Estimated Cost.

Bid Package

- 1 Electronic copy of the Plans, Specifications, and Estimates in *.pdf format.

Publications and Design Reference Manuals

Current (as of the date of execution of the agreement) versions of the following publications and manuals will be applicable when specifically cited in the CITY Standards or when required by state or federal funding authorities:

- Washington State Department of Transportation/American Public Works Association (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (M41- 10), 2023 edition, as amended
- Local Agency General Special Provisions
- WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, (M21-01)
- AASHTO (A Policy on Geometric Design of Highways and Streets)
- CITY's Public Works Standards
- MUTCD as revised by Washington State
- WSDOT LAG Manual
- WSDOT ROW Manual

Acronyms

- Americans with Disability Act (ADA)
- City of Marysville (CITY)
- Local Agency Guidelines (LAG)
- National Environmental Policy Act (NEPA)
- Plans, Specifications, and Estimate (PS&E)
- Transportation Solutions, Inc. (CONSULTANT)
- Washington State Department of Transportation (WSDOT)

D - Change Management

The Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible.

The Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule. Verified changes will be communicated to project stakeholders. The Project Manager will be prepared to explain the effect of the change, so schedules and budgets may be adjusted if needed.

This is a time and materials contract with a not to exceed maximum. The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets. If authorized, the City may elect to add new work to the contract as extra work.

E - Schedule and Milestones

The CONSULTANT is expected to proceed with the work following receipt of a notice to proceed from the CITY. The CITY desires to have the work done as expeditiously as possible with consideration that the PROJECT needs information that will be provided by the CITY and will be dependent upon document approvals requested of WSDOT.

The schedule assumes that work will start in August, once notice to proceed is granted, with the goal for getting the project out to bid by March 2025. Targeted deliverable dates will be established between the CITY and CONSULTANT. WSDOT reviews are anticipated of the 90%, 100%, and environmental documentation submittals as part of securing WSDOT authorization to advertise the PROJECT for bids.

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Task	Duration
Task 1 Project Management and Quality Control	July 2024 through March 2025
Task 2 Data Collection, As Built Review	August 2024
Task 3 Survey and Base mapping	September 2024
Task 4 Environmental Documentation	September through December 2024
Task 5 Prepare 30%/Preliminary Design Submittal	October 2024
Task 6 Prepare 90%/Advanced Design PS&E Submittal	December 2024
Task 7 Prepare 100%/Final Design PS&E Submittal	January 2025
Task 8 Bid Support (TBD)	March 2025
Task 9 Construction On-Call Support (TBD)	April 2025

The CONSULTANT cannot control review times by WSDOT, the CITY, and/or other agencies, if any. The specific date for notice to proceed to the CONSULTANT is subject to the CITY's approval process.

F - Payment

The CONSULTANT invoice period closes on the 15th day of each month. The CONSULTANT shall prepare monthly progress reports discussing work activity that occurred during the reporting period. The progress report will identify any unforeseen changes in the scope and schedule and will forecast key work activity for the upcoming reporting period.

Exhibit D includes the Fee and Hours Estimate for the CONSULTANT to complete the work. **Exhibit E** for each SUBCONSULTANT includes the Fee and Hours Estimates for their subject matter expert to complete the work assigned to their firm.

TASK 1.0 – Project Management and Quality Control

1.1 Project Management

Project management will be on-going during the project. The CONSULTANT's project manager will maintain communication with the CITY's project manager, monitor the PROJECT's scope, schedule, and budget, and other similar project management tasks. Develop a project schedule and prepare periodic updates. Meetings will be virtual unless otherwise stated.

1.2 Monthly Progress Reports and Invoices

CONSULTANT will provide monthly progress reports and invoices in accordance with the CITY's procedures. CONSULTANT will coordinate the first invoice so that the format is acceptable to the CITY. Each progress report and invoice package will include the CONSULTANT invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period.

Assumptions

- Progress Report and Invoice packages will be prepared monthly.

Deliverables

- Monthly Progress Report and Invoice Packages
- Periodic Project Schedule updates as agreed to between the CITY and CONSULTANT

1.3 Quality Control/Quality Assurance Review

Quality Control (QC) reviews will be completed prior to submittal of major deliverables to WSDOT and the CITY. Labor hours required for quality control and internal review of design documents are included with time for submittals.

In addition to internal QC reviews, Constructability Reviews will be conducted by TranTech, a subject matter expert SUBCONSULTANT in aspects of roadway construction management. Their consulting services will provide an independent level of review of the PS&E documents for the benefit of the PROJECT and the CITY. The scope of services for this SUBCONSULTANT is identified separately.

1.4 Project Closeout

The CONSULTANT shall deliver all documents in electronic formats. The CONSULTANT shall prepare a final closeout progress report and final invoice.

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TASK 2.0 - Data Collection, As Built Record Review

Data collection will provide the primary basis for analysis and design. Work effort will include obtaining and reviewing CITY provided as built records and CITY provided data and mapping; field data gathering, and inspection will provide information for analysis and design.

- Review Grant Application Data/Information
- As Built Record Review
- Existing Aerial Mapping/GIS Shape files/ Review

Assumptions:

- CITY will endeavor to provide the requested data, if available, within two (2) weeks of the request by the CONSULTANT.

Deliverables:

- Data will be incorporated into the base maps

TASK 3.0 – Surveying and Mapping

The CONSULTANT will coordinate with the SUBCONSULTANT on the request for survey services and the processing of topographic survey data and information as authorized by the CITY.

The scope of services for survey and mapping for specific locations of the PROJECT that is included in this agreement is outlined in the scope of services by the SUBCONSULTANT, Wilson Engineering.

TASK 4.0 – Environmental Documentation

The CONSULTANT will coordinate with the SUBCONSULTANT on the request for environmental analysis and documentation as authorized by the CITY.

The scope of services for preparation of environmental documentation and permits, including an Area of Potential Effects (APE) document, a State Environmental Policy Act (SEPA) document, a Biological Assessment (BA), and National Environmental Policy Act (NEPA) Categorical Exclusion Document (CED) that is included in this agreement is outlined in the scope of services by the SUBCONSULTANT, Skillings, Inc.

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TASK 5.0 – Preliminary Design (30%)

The CONSULTANT will work with the CITY to prepare preliminary design plans for the crossing improvements that is consistent with the directions included in the Request for Proposal and with subsequent in-person discussions with City staff that took place on 4/18/24 during a field review of the 12 project improvement locations. These preliminary plans will include:

- Cover, Index, and Vicinity Sheet
- General Notes and Legend
- Topographic Survey Base Maps – for 8 of 12 crossing locations
- Design Plans – for 12 of 12 crossing locations with aerial background and topo survey
- RRFB Pole Schedule and Detail Sheet
- Construction Cost Estimate

Assumptions:

- CITY review comments received on the Preliminary Design (30%) will be addressed in the Advanced Design (90%) submittal.

Deliverables:

- The plans will be provided to the CITY electronically in *.pdf format.

TASK 6.0 – Advanced Design PS&E (90%)

The CONSULTANT will advance the preliminary design (30%) plans submittal and prepare a (90%) plans, specifications, and estimate submittal. The submittal will involve the design and preparation of basic construction design elements typically found in a bid package. The plans in the 30% submittal will be revised to address City review comments received and advanced to include construction notes. Additional elements will be added to the 30% submittal to comprise the 90% PS&E submittal including:

- Site Preparation Plans
- Traffic Control Plans
- Project Manual/Project Specifications
- WSDOT PS&E Checklist

Assumptions:

- CITY review comments received on the Preliminary Design (30%) will be addressed in the Advanced Design (90%) submittal.
- It is expected that the 90% PS&E submittal will be submitted to the CITY and WSDOT for their reviews.

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- Minor revisions to the 90% PS&E submittal may be required following the CITY review and prior to the WSDOT review.
- The CITY will indicate whether the CITY or the CONSULTANT will submit the 90% PS&E bid package to WSDOT for its review.
- Construction notes referencing City and WSDOT Standard Plans will be used for the design of curb ramps.
- Proposed elevations and coordinates for positions of new curbs, gutters, sidewalks, and ramps will not be provided in the plans. Provisions for contractor-staked layouts will be identified in the plans and specifications.
- Traffic Control Plans for the PROJECT will consist of typical scenarios applicable for construction of the improvements at the 12 locations such as:
 - Shoulder closure – low speed (40mph or less)
 - Lane shift – three lane roadway
 - Intersection lane closure – three lane roadway
 - One-lane, two-way traffic control with flaggers
 - Pedestrian detour route

Deliverables:

- The plans will be provided to the CITY electronically in *.pdf format.
- The specifications will be provided to the CITY electronically in *.pdf and *.doc formats.

TASK 7.0 – Final Design PS&E (100%)

The CONSULTANT will advance the 90% PS&E submittal and prepare a 100% construction bid package submittal. The plans in the 90% submittal will be revised to address City and WSDOT review comments received. The CONSULTANT will meet with the CITY to obtain their review and input. Either the CITY or CONSULTANT will submit a 100% bid package to WSDOT for review. The CONSULTANT shall respond to CITY and WSDOT comments and make changes as applicable.

Assumptions:

- CITY will advertise the project.
- WSDOT may take 3 to 6 weeks to re-review and approve the bid package prior to granting approval to proceed with advertising the project.

Deliverables:

- (1) Electronic copy of 100% Bid Package in .pdf format.

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TASK 8.0 - Bid Support

The CITY may consider adding bid support services to this contract. If so, it is expected that the CONSULTANT and CITY will negotiate an amendment to this agreement.

If agreed to by the CITY, the bid support services may include having the CONSULTANT available by phone and email to respond to contractor questions during the bidding period. All questions would be documented by the CITY and forwarded to the CONSULTANT for response. It may be assumed that up to three (3) addenda could be prepared. The CONSULTANT would assist the CITY by drafting addendums, if any, and forward them to the CITY for their use. The CONSULTANT would attend a Pre-Bid meeting if requested and support the CITY in answering questions regarding the PROJECT during the bidding period.

TASK 9.0 - Construction On-Call Support and/or Construction Management Support

The CITY may consider adding construction support services to this contract. If so, it is expected that the CONSULTANT and CITY will negotiate an amendment to this agreement.

Exhibit B

DBE Participation

A 0% mandatory DBE goal for consultants has been established for this project.

Attached is the SBE plan for the Consultant.

Agreement Number:

Exhibit B

PRIME CONSULTANT

SMALL BUSINESS ENTERPRISE

TRANSPORTATION SOLUTIONS, INC

LOCAL AGENCY: City of Marysville

PROJECT: 2022 Citywide Pedestrians Safety Improvements Project

DATE: June 20, 2024

Transportation Solutions, Inc., a Washington State Certified Minibusiness, established in 1987 came into business with the intent of creating a small, highly qualified firm oriented toward finding workable solutions to the increasing complexity of transportation pressures and problems. Transportation Solutions, Inc., is committed to working with other small businesses to help them foster and grow as we do. Our mission is to partner with other small businesses who provide the skills and expertise to help make a project a success for our clients.

Victor Salemann, P.E., is the president of Transportation Solutions, Inc., has the authority and responsible to implement and monitor its Small Business Enterprise plan.

Transportation Solutions Inc. intends to subcontract portions of the consultant contract with Skillings, Inc., a certified Veteran-owned business. Skillings, Inc. will provide environmental documentation for this project. Their work effort is estimated to be 21% of the total budget of the consultant agreement. The total budget of the consultant agreement is estimated at \$113,977.

Transportation Solutions, Inc., intends to process monthly invoices to the City. Upon receipt of payment from the City, Transportation Solutions, Inc. intends to make payment to subconsultants within 30 calendar days. Victor Salemann will review monthly accountable statements to ensure that subconsultants are paid in a timely manner.

Victor Salemann, P.E.
Principal in Charge/President
Transportation Solutions, Inc.

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

AutoCAD Civil 3D

B. Roadway Design Files

AutoCAD Civil 3D

C. Computer Aided Drafting Files

AutoCAD Civil 3D

Agreement Number:

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

Refer to Exhibit A - Scope of Work

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

Refer to Exhibit A - Scope of Work

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

Refer to Exhibit A - Scope of Work

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

MS Outlook, Dropbox

A. Agency Software Suite

Microsoft Office Products

B. Electronic Messaging System

Microsoft Office Products - MS Outlook

C. File Transfers Format

MS Outlook, Excel, Word, AutoCAD Civil 3D, PDF

Exhibit D

Prime Consultant Cost Computations

Refer to Exhibit D - Fee Estimate

Agreement Number:

Fee Estimate		Exhibit D				6/20/2024	
City of Marysville - 2022 Citywide Pedestrian Improvements - Design Consultant Services							
Transportation Solutions Inc - Fee Schedule		PIC Engineer VIII	PM Engineer VII	Sr. Engr Engineer VI	Sr. Tech Drafting Tech 3	Office Admin Assistant V	
Bill Rate ----->		\$313.40	\$296.75	\$260.58	\$184.71	\$171.58	
Project Tasks							Task Hours Task Cost
Task 1.0 - PROJECT MANAGEMENT AND QUALITY CONTROL		2	30	0	0	10	42 \$ 11,245.10
Task 1.1 Project Management		2	24			2	
Task 1.2 Monthly Progress Reports and Invoices			6			8	
Task 1.3 Quality Control/Quality Assurance Review (incl. below)							
Task 1.4 Project Closeout							
Task 2.0 - DATA COLLECTION, AS BUILT & FIELD REVIEW		0	2	0	4	0	6 \$ 1,332.34
Task 2.1 Data Collection			1		2		
Task 2.2 As-Built Review			1		2		
Task 3.0 - SURVEY and BASE MAPPING		0	2	0	2	0	4 \$ 962.92
Task 3.1 Subconsultant Coordination			2		2		
Task 4.0 - ENVIRONMENTAL DOCUMENTATION		0	2	0	0	0	2 \$ 593.50
Task 4.1 Subconsultant Coordination			2				
Task 5.0 - PRELIMINARY DESIGN (30%)		0	10	0	38	0	48 \$ 9,986.48
Task 5.1 Preliminary Design of Crossing Locations							
Task 5.1.1 Design of Crossing Location #1			0.5		2		
Task 5.1.2 Design of Crossing Location #2			0.5		2		
Task 5.1.3 Design of Crossing Location #3			0.5		1		
Task 5.1.4 Design of Crossing Location #4			0.5		2		
Task 5.1.5 Design of Crossing Location #5			1		4		
Task 5.1.6 Design of Crossing Location #6			0.5		1		
Task 5.1.7 Design of Crossing Location #7			1		4		
Task 5.1.8 Design of Crossing Location #8			0.5		1		
Task 5.1.9 Design of Crossing Location #9			0.5		1		
Task 5.1.10 Design of Crossing Location #10			0.5		4		
Task 5.1.11 Design of Crossing Location #11			0.5		2		
Task 5.1.12 Design of Crossing Location #12			0.5		2		
Task 5.1.13 RRFB Pole Schedule and Detail Sheet					2		
Task 5.2 City Coordination and Field Review							
Task 5.2.1 City Coordination			2				
Task 5.2.2 Field Review					4		
Task 5.3 Construction Cost Estimate							
Task 5.3.1 Construction Cost Estimate			1		6		
Task 6.0 - ADVANCED DESIGN PS&E (90%)		0	32	4	51	0	87 \$ 19,958.53
Task 6.1 Updating Design of Crossing Locations							
Task 6.1.1 Design of Crossing Location #1			0.5		2		
Task 6.1.2 Design of Crossing Location #2			0.5		2		
Task 6.1.3 Design of Crossing Location #3			0.5		1		
Task 6.1.4 Design of Crossing Location #4			0.5		2		
Task 6.1.5 Design of Crossing Location #5			1		4		
Task 6.1.6 Design of Crossing Location #6			0.5		1		
Task 6.1.7 Design of Crossing Location #7			1		4		
Task 6.1.8 Design of Crossing Location #8			0.5		1		
Task 6.1.9 Design of Crossing Location #9			0.5		1		
Task 6.1.10 Design of Crossing Location #10			0.5		4		
Task 6.1.11 Design of Crossing Location #11			0.5		2		
Task 6.1.12 Design of Crossing Location #12			0.5		2		
Task 6.1.13 RRFB Pole Schedule and Detail Sheet					2		
Task 6.2 City Coordination							
Task 6.2.1 City Coordination - Design Updates from 30%			2		1		
Task 6.2.2 City Coordination - Specifications			2				
Task 6.3 Construction Cost Estimate							
Task 6.3.1 Construction Cost Estimate			1		4		
Task 6.4 Temporary Traffic Control Plans							
Task 6.4.1 Traffic Control Plans			1		4		
Task 6.4.2 Pedestrian Accommodation Plans			1		4		
Task 6.5 Project Specifications							
Task 6.5.1 Project Specifications			12				

Fee Estimate		Exhibit D					6/20/2024	
City of Marysville - 2022 Citywide Pedestrian Improvements - Design Consultant Services								
Transportation Solutions Inc - Fee Schedule		PIC Engineer VIII	PM Engineer VII	Sr. Engr Engineer VI	Sr. Tech Drafting Tech 3	Office Admin Assistant V		
Bill Rate ----->		\$313.40	\$296.75	\$260.58	\$184.71	\$171.58		
Project Tasks							Task Hours	Task Cost
Task 6.6 Project Team Design Dev/QC Review			2	4	2			
Task 6.7 Submit 90% Plans, Specs, and Estimate to the City			1		1			
Task 6.8 Revise 90% PS&E per City review comments			2		6			
Task 6.9 Submit 90% PS&E to WSDOT			1		1			
Task 7.0 - FINAL DESIGN PS&E (100%)		0	16	1	39	0	56	\$ 12,212.27
Task 7.1 Updating Design of Crossing Locations								
Task 7.1.1 Design of Crossing Location #1			0.25		2			
Task 7.1.2 Design of Crossing Location #2			0.25		2			
Task 7.1.3 Design of Crossing Location #3			0.25		1			
Task 7.1.4 Design of Crossing Location #4			0.25		2			
Task 7.1.5 Design of Crossing Location #5			0.25		2			
Task 7.1.6 Design of Crossing Location #6			0.25		1			
Task 7.1.7 Design of Crossing Location #7			0.25		4			
Task 7.1.8 Design of Crossing Location #8			0.25		1			
Task 7.1.9 Design of Crossing Location #9			0.25		1			
Task 7.1.10 Design of Crossing Location #10			0.25		2			
Task 7.1.11 Design of Crossing Location #11			0.25		2			
Task 7.1.12 Design of Crossing Location #12			0.25		2			
Task 7.1.13 RRFB Pole Schedule and Detail Sheet					2			
Task 7.2 City Coordination								
Task 7.2.1 City Coordination - Design Updates from 90%			1		1			
Task 7.2.2 City Coordination - Specifications			1					
Task 7.3 Construction Cost Estimate								
Task 7.3.1 Construction Cost Estimate			1		2			
Task 7.4 Temporary Traffic Control Plans								
Task 7.4.1 Traffic Control Plans			0.5		2			
Task 7.4.2 Pedestrian Accommodation Plans			0.5		2			
Task 7.5 Project Specifications								
Task 7.5.1 Project Specifications			3					
Task 7.6 Project Team Design Dev/QC Review			1	1	1			
Task 7.7 Submit 100% Plans, Specs, and Estimate to the City			1		1			
Task 7.8 Revise 100% PS&E per City review comments			1		3			
Task 7.9 Submit 100% PS&E to WSDOT			1		1			
Task 7.10 Update Final per City Review prior to Advertisement			1		1			
Task 7.11 Submit Final to Online Advertiser and Coordinate			1		1			
Task 8.0 - BID SUPPORT (TBD/not incl.)		0	0	0	0	0	0	\$ -
Task 8.1 Pre-Bid Support								
Task 8.2 During Bid Support								
Task 8.3 Post Bid Support								
Task 9.0 - CONSTRUCTION ON-CALL SUPPORT (TBD/not incl.)		0	0	0	0	0	0	\$ -
Task 9.1 Coordination/Site Meetings								
Task 9.2 Requests For Information (RFIs)								
Task 9.3 Requests For Approval of Materials (RAMs)								
Task 9.4 Plan Clarifications/Design Revisions								
Labor Estimate		2	94	5	134	10	245	\$ 56,291.14
Expense Estimate		Travel	158	miles @	0.67	\$/mile	\$ 105.86	
						rd	\$ -	
							\$	105.86
Subconsultants Estimate		Wilson Engineering - Survey (8 locations)					\$ 33,852.00	
		Wilson Engineering - Design (0 locations)					\$ -	
		Skillings - Environmental					\$ 23,728.00	
							\$	57,580.00
Total Estimate								\$ 113,977.00



**Washington State
Department of Transportation**

Development Division
Contract Services Office
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Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 21, 2023

Transportation Solutions, Inc.
16932 Woodinville Redmond Rd NE, A206
Woodinville, WA 98072

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jill Berberich:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 190.12% of direct labor. 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) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Aug 21, 2023 17:38 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK



Transportation Solutions Inc.
Actuals Not To Exceed Table (ANTE)
Effective 4/1/24

Classification	Direct Labor Rate Not to Exceed	WSDOT ICR 190.12%	Fixed Fee 30.00%	All Inclusive Hourly Billing Rate Not to Exceed
Engineer VIII	\$110.00	\$209.13	\$33.00	\$352.13
Engineer VII	\$100.00	\$190.12	\$30.00	\$320.12
Engineer VI	\$95.00	\$180.61	\$28.50	\$304.11
Engineer V	\$85.00	\$161.60	\$25.50	\$272.10
Engineer IV	\$65.00	\$123.58	\$19.50	\$208.08
Engineer III	\$52.00	\$98.86	\$15.60	\$166.46
Engineer II	\$42.00	\$79.85	\$12.60	\$134.45
Engineer I	\$35.00	\$66.54	\$10.50	\$112.04
Sr. Engr Technician	\$65.00	\$123.58	\$19.50	\$208.08
Planner IV	\$55.00	\$104.57	\$16.50	\$176.07
Office Manager	\$60.00	\$114.07	\$18.00	\$192.07

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Refer to Exhibit E - for Subconsultant Cost Computations

Agreement Number:



June 26, 2024

Kirk Harris
Principal Transportation Engineer
Transportation Solutions, Inc.
16932 Woodinville Redmond Rd NE, Suite A206
Woodinville, WA 98072

SUBJECT: SCOPE OF SERVICES FOR MARYSVILLE 2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS

Dear Kirk:

Per your request, Wilson Engineering is pleased to present the following proposal for the topographic survey on the City of Marysville's 2022 Citywide Pedestrian Safety Improvements project.

I look forward to collaborating with you on this project. If you have any questions or concerns, please don't hesitate to call me on my direct line at (360) 312-3137 or email me at djohnston@wilsonengineering.com.

Sincerely,
WILSON ENGINEERING, LLC

A handwritten signature in blue ink that reads "Danielle Johnston".

Danielle Johnston, PE, LEED AP

Attachments: A – Scope of Services
B - Itemized Fee Breakdown
C – 2024 WSDOT ICR Letter and Wilson ANTE Billing Rates
D – Scoping Plan Set (8 sheets)

Project Understanding

The intent of this project is to improve pedestrian safety at 12 crossing locations in the City of Marysville. TSi will be designing RRFB's for each location. A topographic survey will be provided by Wilson Engineering for 8 of the 12 crossings but ADA grading design will not be included at this time. See Attachment D for a plan view and description of each of the project survey areas.

The following is a detailed description of the project tasks for this Scope of Services.

Scope of Services

Task 1 – Topographic Base Map

The survey base map will include will include the following:

- Located utilities, paving, sidewalks, curbing, driveways, grade breaks, channelization, signs, vegetation lines, and any other pertinent features that define or limit the site areas.

Expenses

Expenses include lodging and per diem during the topographic survey field work. Reimbursable expenses will be billed at cost plus 8%. Mileage is billed at the current IRS rate.

Exclusions/Extra Services

Any services not specifically provided for in the above scope of services will be considered extra services. The following items are specifically excluded from this scope of services but can be provided as extra services to this contract, if requested:

- Design, bidding, and construction services

Fee and Billing

Wilson Engineering LLC will provide the scope of services described above on a time and expense basis with a Not to Exceed amount as follows:

Topographic Survey	\$31,690
<u>Expenses</u>	<u>\$2,162</u>
Total Estimated Amount	\$33,852

The breakdown of these services can be found in the attached spreadsheet. Extra Services can be added as requested. The rate sheet includes the 2024 WSDOT Actuals Not To Exceed (ANTE) billing rates. Monthly invoices will be sent and are due upon receipt.

**CITY OF MARYSVILLE
2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS**

Task Description	Senior Project Engineer	Engineer IV	Senior CAD Tech	Senior PLS	Senior Survey Tech	2-Person Survey Crew	Subcons . Fee or Expense	8% Markup	Estimated Cost
WSDOT ICR Rate (\$/hr) =	\$ 185	\$ 162	\$ 126	\$ 175	\$ 115	\$ 229	L.S.		
Task 1 - Preliminary Investigations and Survey									
Project/Contract Management, Correspond., Coord.	8							\$ -	\$ 1,480
Topographic Survey at 8 locations			30	24	56	60		\$ -	\$ 28,171
Preliminary Investigations	4	8						\$ -	\$ 2,038
Sub-Total	12	8	30	24	56	60	\$ -	\$ -	\$ 31,690
Task 2 - Concept Design - Not in Contract									
On-Site Design Meeting								\$ -	\$ -
Project/Contract Management, Correspond., Coord.								\$ -	\$ -
Location #1, 1 curb ramp								\$ -	\$ -
Location #2, 2 curb ramps, extend sidewalk past utility pole								\$ -	\$ -
Location #4, 2 curb ramps								\$ -	\$ -
Location #5, 2 curb ramps + driveway + remove east ramps								\$ -	\$ -
Location #7, 1 curb ramp and 2 pedestrian refuge islands								\$ -	\$ -
Location #10, 2 curb ramps with steep slopes								\$ -	\$ -
Location #11, 2 curb ramps								\$ -	\$ -
Location #12, 1 curb ramp								\$ -	\$ -
Sub-Total	-	-	-	-	-	-	\$ -	\$ -	\$ -
Task 3 - 90% Design - Not in Contract									
Virtual Design Meeting								\$ -	\$ -
Project/Contract Management, Correspond., Coord.								\$ -	\$ -
Location #1, 1 curb ramp								\$ -	\$ -
Location #2, 2 curb ramps, extend sidewalk past utility pole								\$ -	\$ -
Location #4, 2 curb ramps								\$ -	\$ -
Location #5, 2 curb ramps + driveway + remove east ramps								\$ -	\$ -
Location #7, 1 curb ramp and 2 ped refuge islands								\$ -	\$ -
Location #10, 2 curb ramps with steep slopes								\$ -	\$ -
Location #11, 2 curb ramps								\$ -	\$ -
Location #12, 1 curb ramp								\$ -	\$ -
Sub-Total	-	-	-	-	-	-	\$ -	\$ -	\$ -
Task 4 - Final Plans - Not in Contract									
Virtual Design Meeting								\$ -	\$ -
Project/Contract Management, Correspond., Coord.								\$ -	\$ -
Location #1, 1 curb ramp								\$ -	\$ -
Location #2, 2 curb ramps, extend sidewalk past utility pole								\$ -	\$ -
Location #4, 2 curb ramps								\$ -	\$ -
Location #5, 2 curb ramps + driveway + remove east ramps								\$ -	\$ -
Location #7, 1 curb ramp and 2 pedestrian refuge islands								\$ -	\$ -
Location #10, 2 curb ramps with steep slopes								\$ -	\$ -
Location #11, 2 curb ramps								\$ -	\$ -
Location #12, 1 curb ramp								\$ -	\$ -
Sub-Total	-	-	-	-	-	-	\$ -	\$ -	\$ -
Task 5 - Bid Process Support - Not in Contract									
Project/Contract Management, Correspond., Coord.								\$ -	\$ -
Attend Prebid Meeting, follow-up notes - NIC								\$ -	\$ -
Answer Bidder Questions								\$ -	\$ -
Assist with Addenda (1)								\$ -	\$ -
Sub-Total	-	-	-	-	-	-	-	-	\$ -
Task 6 - Construction Assistance - Not in Contract									
Sub-Total	-	-	-	-	-	-	\$ -	\$ -	\$ -
Total Estimated Labor	12.0	8.0	30.0	24.0	56.0	60.0	\$ -	\$ -	\$ 31,690
Expenses (8 days Lodging and Per Diem for Survey)							\$ 1,704	\$ 136	\$ 1,840
Mileage at IRS rate of \$0.67/mile (4 round trips)							\$ 322		\$ 322
Total Contract Amount									\$ 33,852



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 23, 2024

Wilson Engineering
805 Dupont St., STE 7
Bellingham, WA 98225

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Andy Law:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 130.65%. This rate will be applicable for 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) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (May 23, 2024 09:43 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Billing Rates as of 6/1/2024

JOB TITLE	Direct Labor	Overhead	Profit	All Inclusive Hourly Billing Rate NTE
		130.65%	30.00%	
Principal Engineer	77.50	101.25	23.25	\$ 202.00
Senior Engineer	71.00	92.76	21.30	\$ 185.06
Engineer IV	62.26	81.34	18.68	\$ 162.28
Engineer III	52.21	68.21	15.66	\$ 136.09
Engineer II	50.00	65.33	15.00	\$ 130.33
Engineer I	44.71	58.42	13.41	\$ 116.54
Environmental /Permit Technician	36.06	47.11	10.82	\$ 93.99
Senior CAD Design Technician	48.40	63.23	14.52	\$ 126.15
CAD Design Technician	40.00	52.26	12.00	\$ 104.26
Inspector III	60.00	78.39	18.00	\$ 156.39
Inspector II	44.71	58.41	13.41	\$ 116.54
Inspector I	37.00	48.34	11.10	\$ 96.44
Clerical	36.06	47.11	10.82	\$ 93.99
Senior Professional Land Surveyor	67.17	87.76	20.15	\$ 175.08
Hydrographer	67.17	87.76	20.15	\$ 175.08
Professional Land Surveyor	64.41	84.15	19.32	\$ 167.88
Senior Survey Technician	44.00	57.49	13.20	\$ 114.69
Survey Technician	44.00	57.49	13.20	\$ 114.69
1-Person Survey Crew	44.00	57.49	13.20	\$ 114.69
2-Person Survey Crew	88.00	114.97	26.40	\$ 229.37
3-Person Survey Crew	113.00	147.63	33.90	\$ 294.53

Reimbursable direct expenses (reimbursed at cost plus 8%)

include (but are not limited to) the following:

- o Project application fees and project permit fees; publication of notices
- o Reproduction of drawings and construction documents
- o Postage and shipping
- o Direct expenses for travel, meals and lodging outside of Whatcom and Skagit Counties
- o Mileage at project-current IRS mileage rate
- o Specialized Equipment Rental, at rental rate

CITY OF MARYSVILLE, WASHINGTON

2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

FEDERAL AID NO. HSIP-000S(677)

PROJECT CONTACTS

OWNER/APPLICANT

CITY OF MARYSVILLE
501 DELTA AVENUE
MARYSVILLE, WA 98270
(360) 363-8000

PROJECT MANAGER:
VALORIE CROSS
VCROSS@MARYSVILLEWA.GOV
(360) 363-8254

LOCATION:
PARTS OF SECTION 28, T30N, R04E
WILLAMETTE MERIDIAN
CITY OF MARYSVILLE,
SNOHOMISH COUNTY, WASHINGTON

CITY OFFICIALS

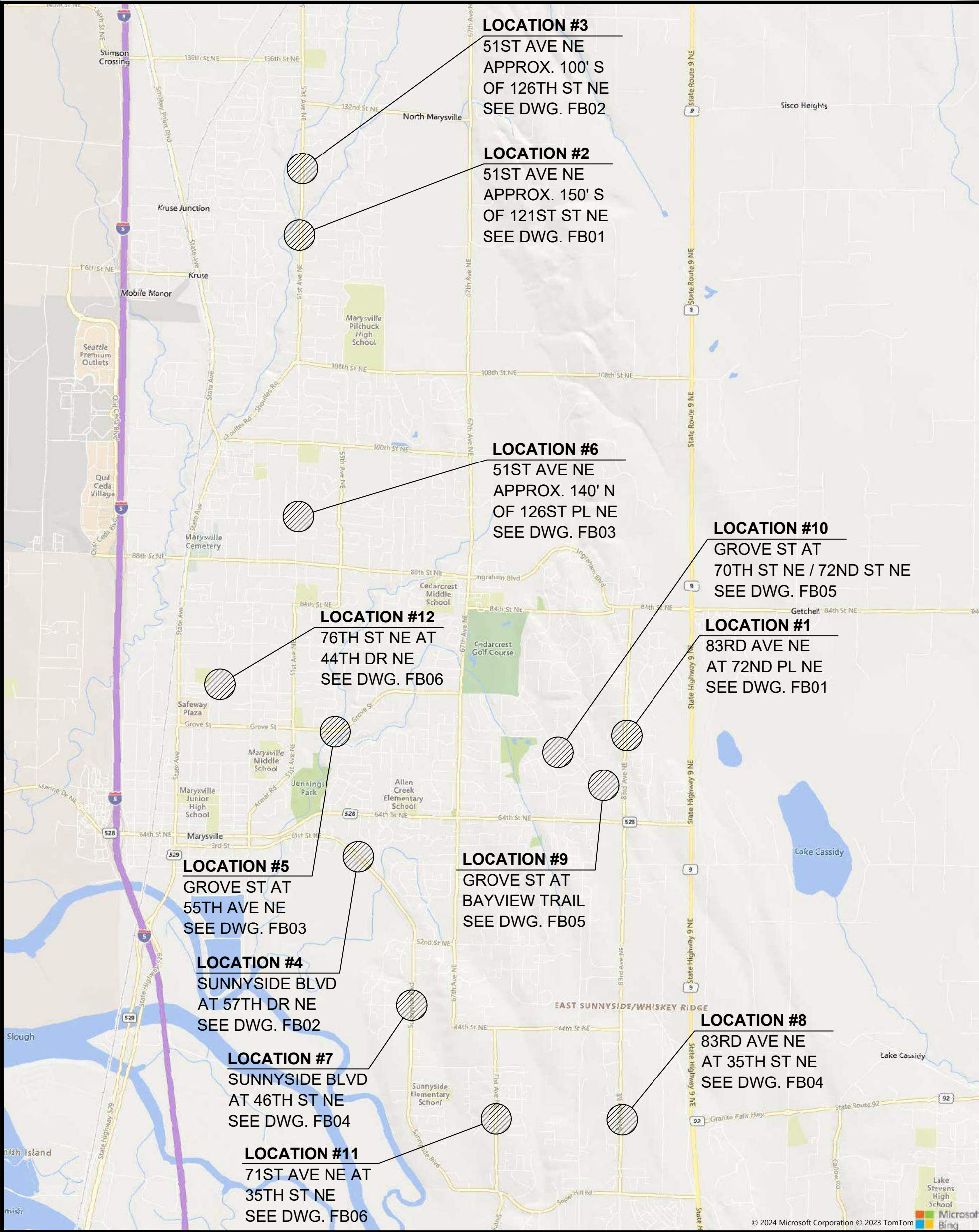
KAMILLE NORTON
PETER CONDYLES
MARK A. JAMES
TOM KING
MICHAEL A. STEVENS
KELLY RICHARDS
STEPHEN C. MULLER

JON NEHRING
GLORIA HIRASHIMA
JEFF LAYCOCK, PE
MAX PHAN, PE

COUNCIL PRESIDENT
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER

CITY MAYOR
CHIEF ADMINISTRATIVE OFFICER
PUBLIC WORKS DIRECTOR
CITY ENGINEER

SHEET LIST			
SHEET NO.	DRAWING NO.	LOCATION	SHEET TITLE
1	GN01	---	COVER & INDEX SHEET
2	FB01	83RD AVE NE AT 72ND PL NE 51ST AVE NE APPROX. 150' S OF 121ST ST NE	RRFB PLANS
3	FB02	51ST AVE NE APPROX. 100' S OF 126TH ST NE SUNNYSIDE BLVD AT 57TH DR NE	RRFB PLANS
4	FB03	GROVE ST AT 55TH AVE NE 51ST AVE NE APPROX. 140' N OF 126ST PL NE	RRFB PLANS
5	FB04	SUNNYSIDE BLVD AT 46TH ST NE 83RD AVE NE AT 35TH ST NE	RRFB PLANS
6	FB05	GROVE ST AT BAYVIEW TRAIL GROVE ST AT 70TH ST NE / 72ND ST NE	RRFB PLANS
7	FB06	71ST AVE NE AT 35TH ST NE 76TH ST NE AT 44TH DR NE	RRFB PLANS
8	DT01	---	DETAILS
9 - 20	-----	---	TRAFFIC CONTROL PLANS
20 - 22	-----	---	PEDESTRIAN CONTROL AND PROTECTION PLAN



KEY MAP
N.T.S.

= PROJECT LOCATION

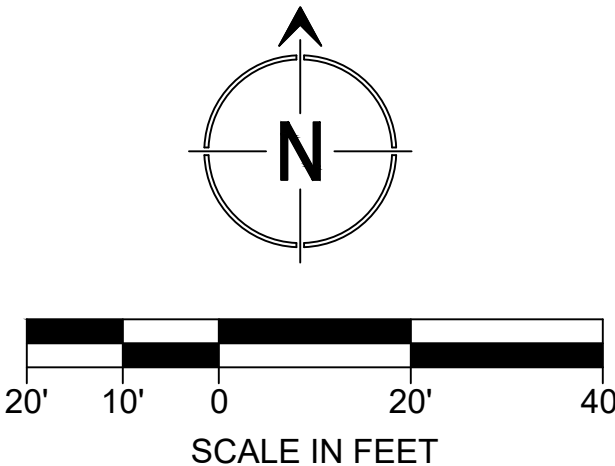
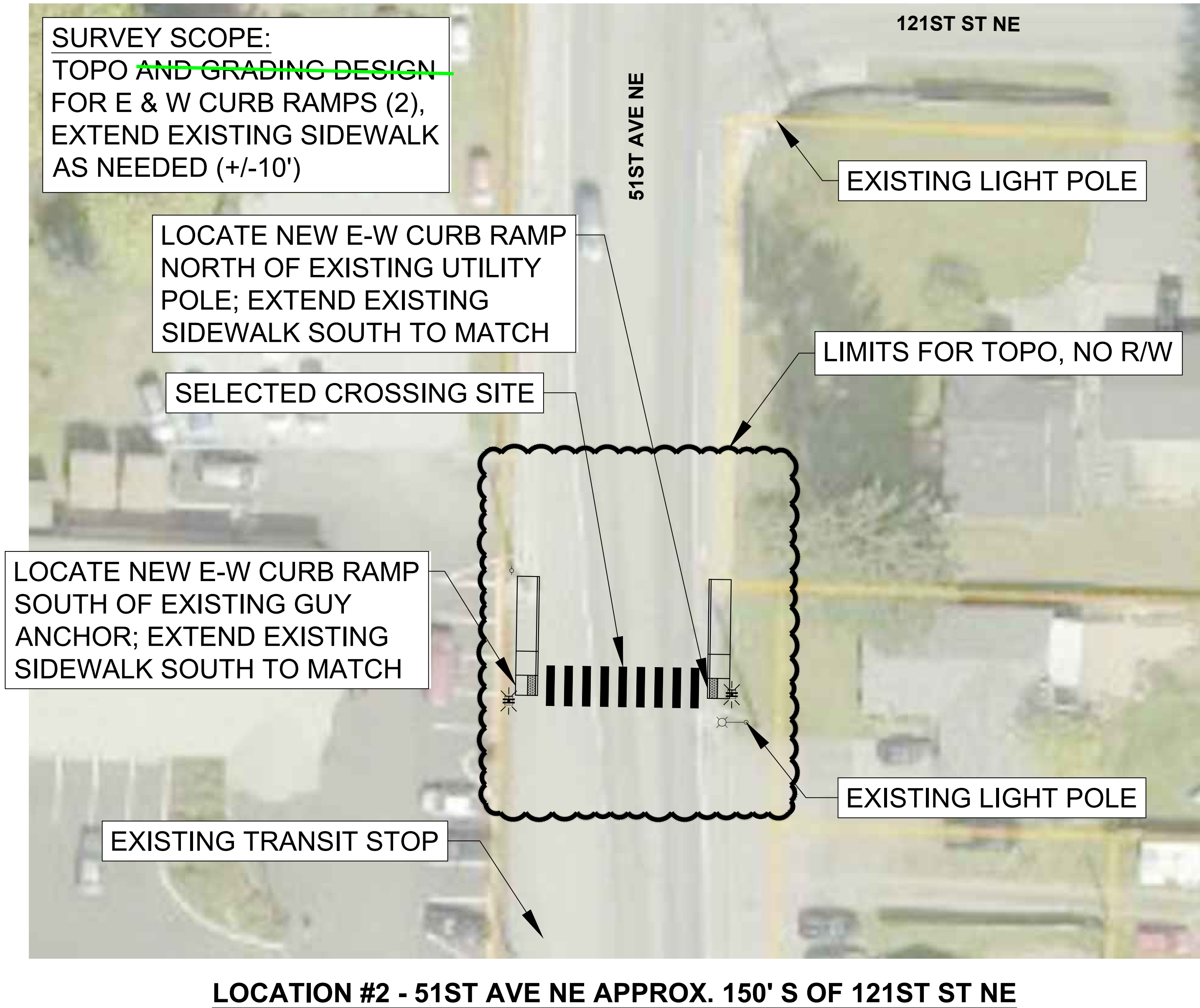
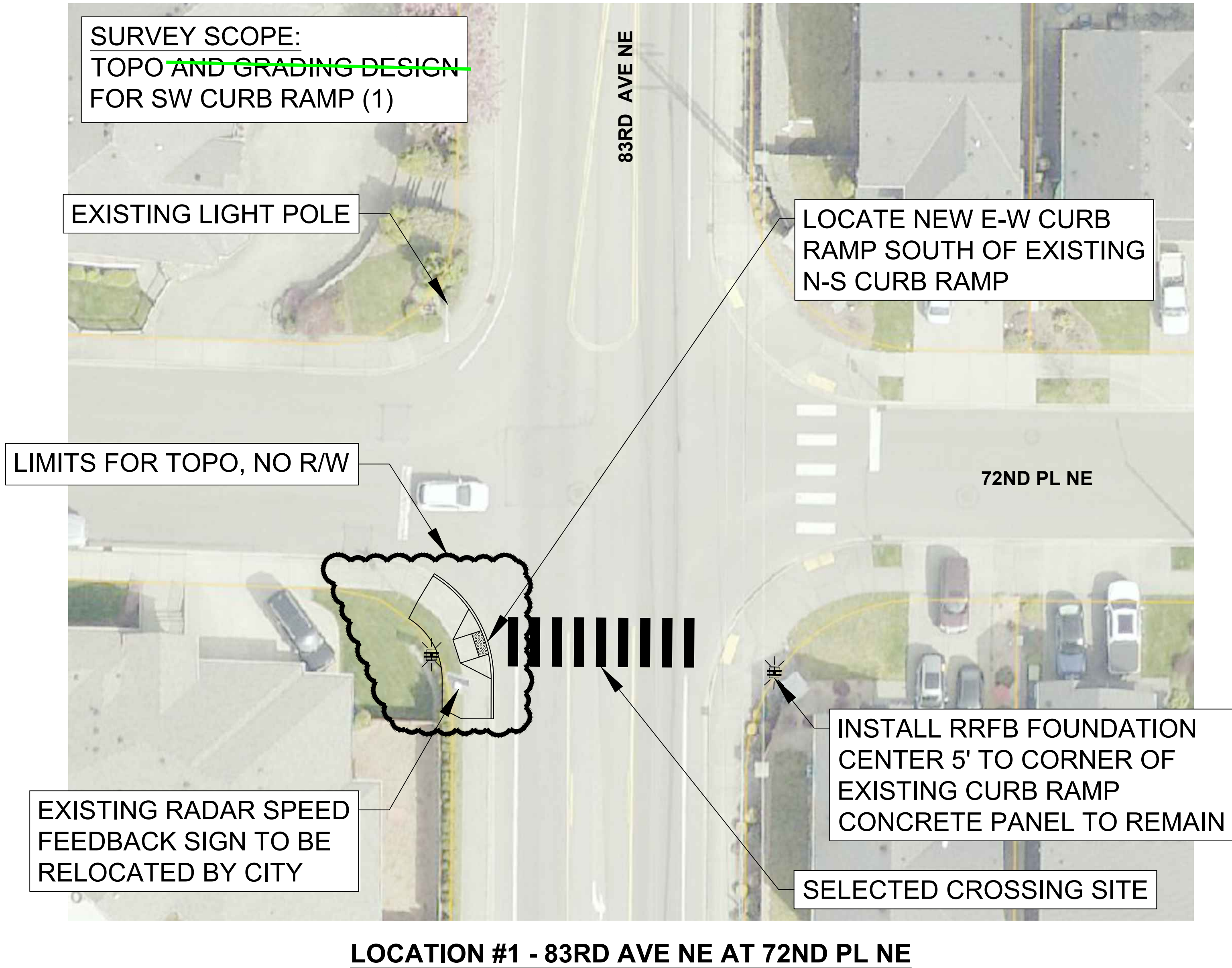
PRELIMINARY - FOR DISCUSSION ONLY



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CONTRACT NO.	XX-X0000
DRAWING NO.	GN01
SHEET	1
OF	9

COVER & INDEX SHEET

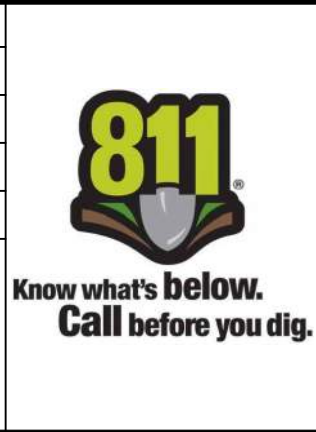
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NO.	BY	DATE	REVISION

BY:	DATE:
Drawn	-
Designed	-
Reviewed	-
Approved	-



Transportation Solutions
INNOVATIVE | PRACTICAL | EQUITABLE
16932 Woodinville-Redmond Road, Suite A206
Woodinville, WA 98072
(425) 883-4134 | www.tsincw.com

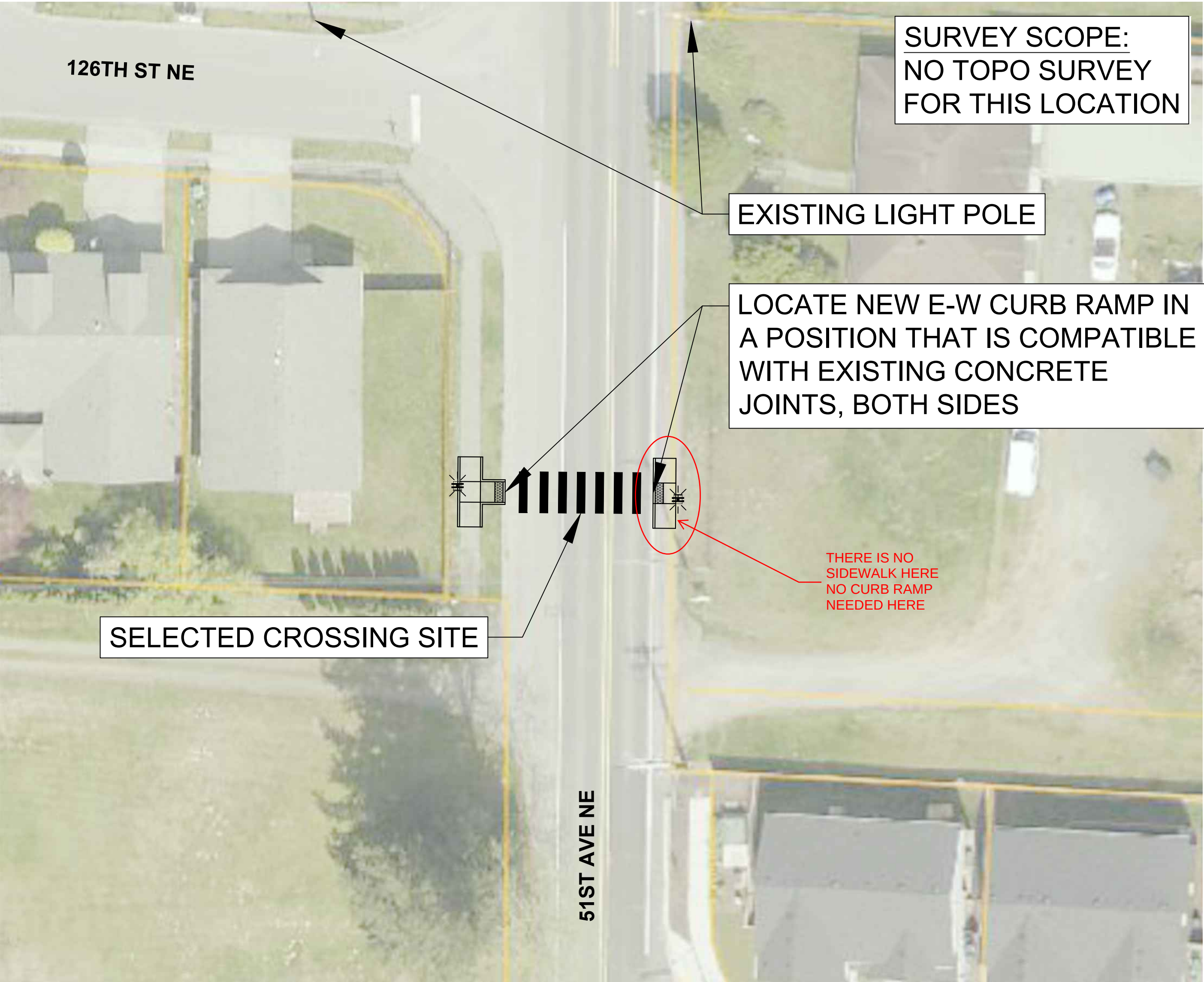
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2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

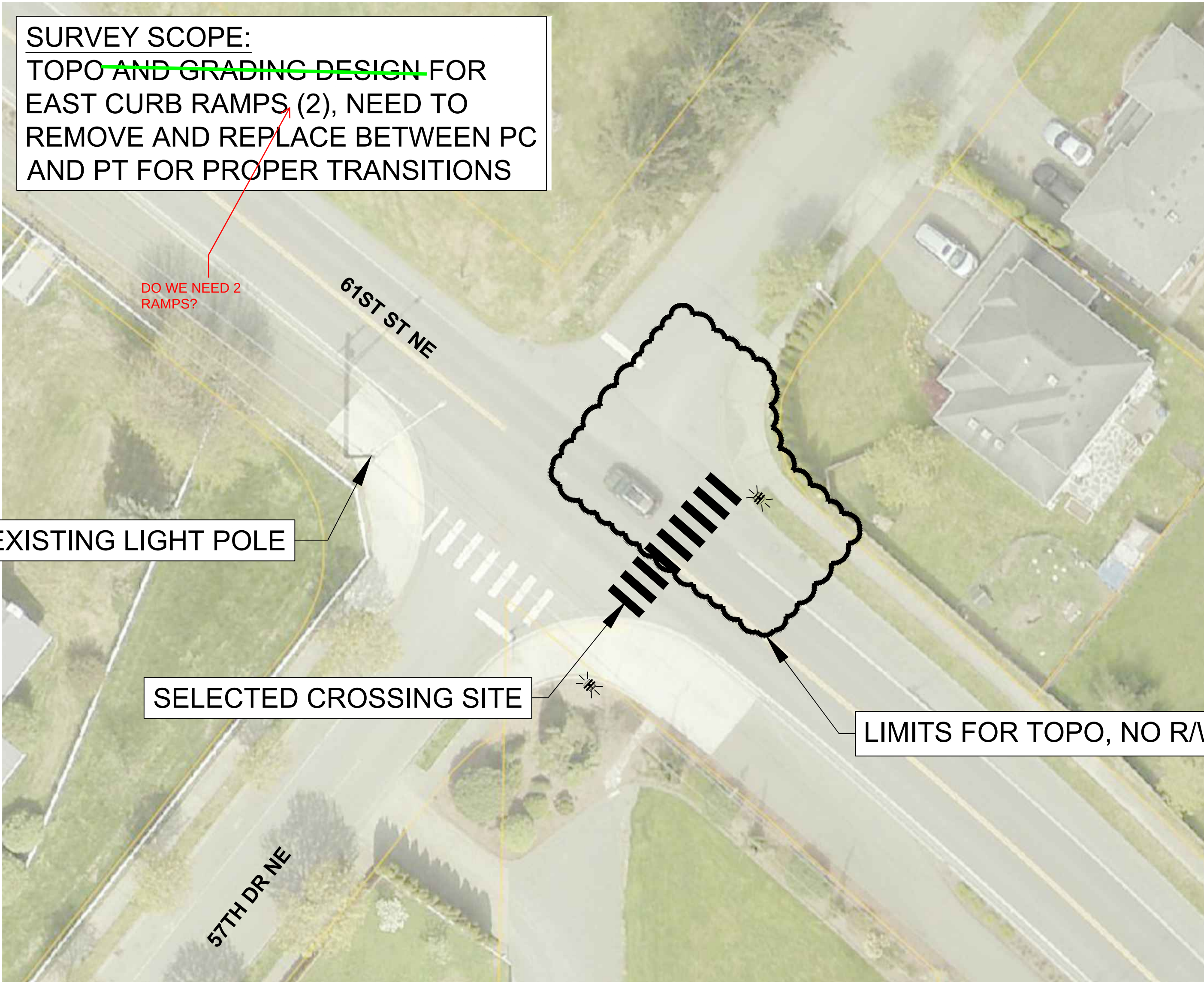
**83RD AVE NE AT 72ND PL NE
51ST AVE NE APPROX. 150' S OF 121ST ST NE
RRFB PLAN**

PROJECT NO.	BD24-027
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OF	-

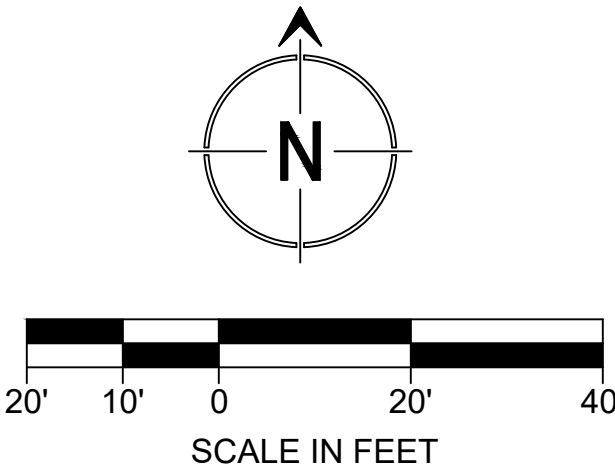
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LOCATION #3 - 51ST AVE NE APPROX. 100' S OF 126TH ST NE



LOCATION #4 - SUNNYSIDE BLVD AT 57TH DR NE



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Approved	-



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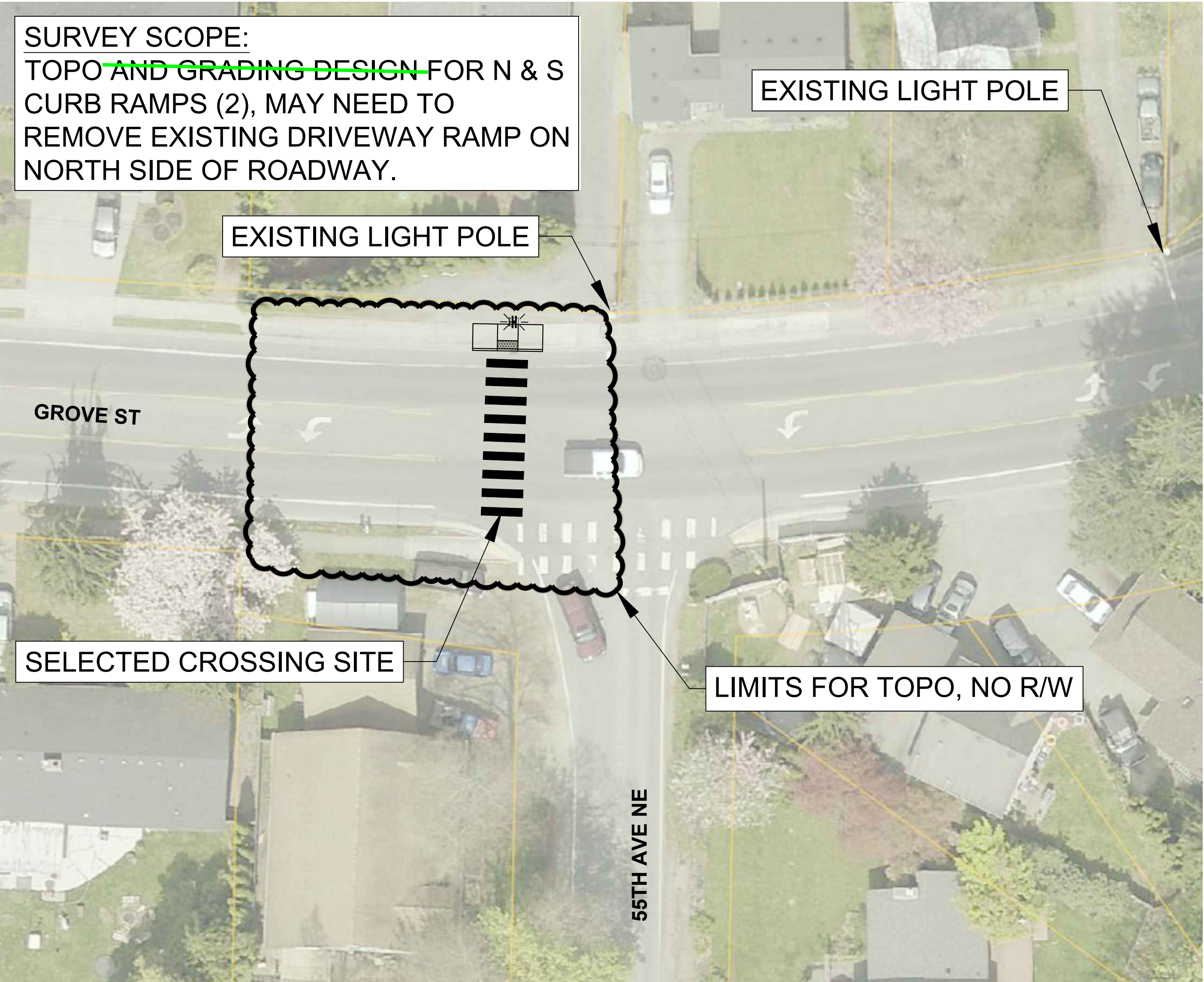
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**2022 CITYWIDE PEDESTRIAN SAFETY
IMPROVEMENTS PROJECT**

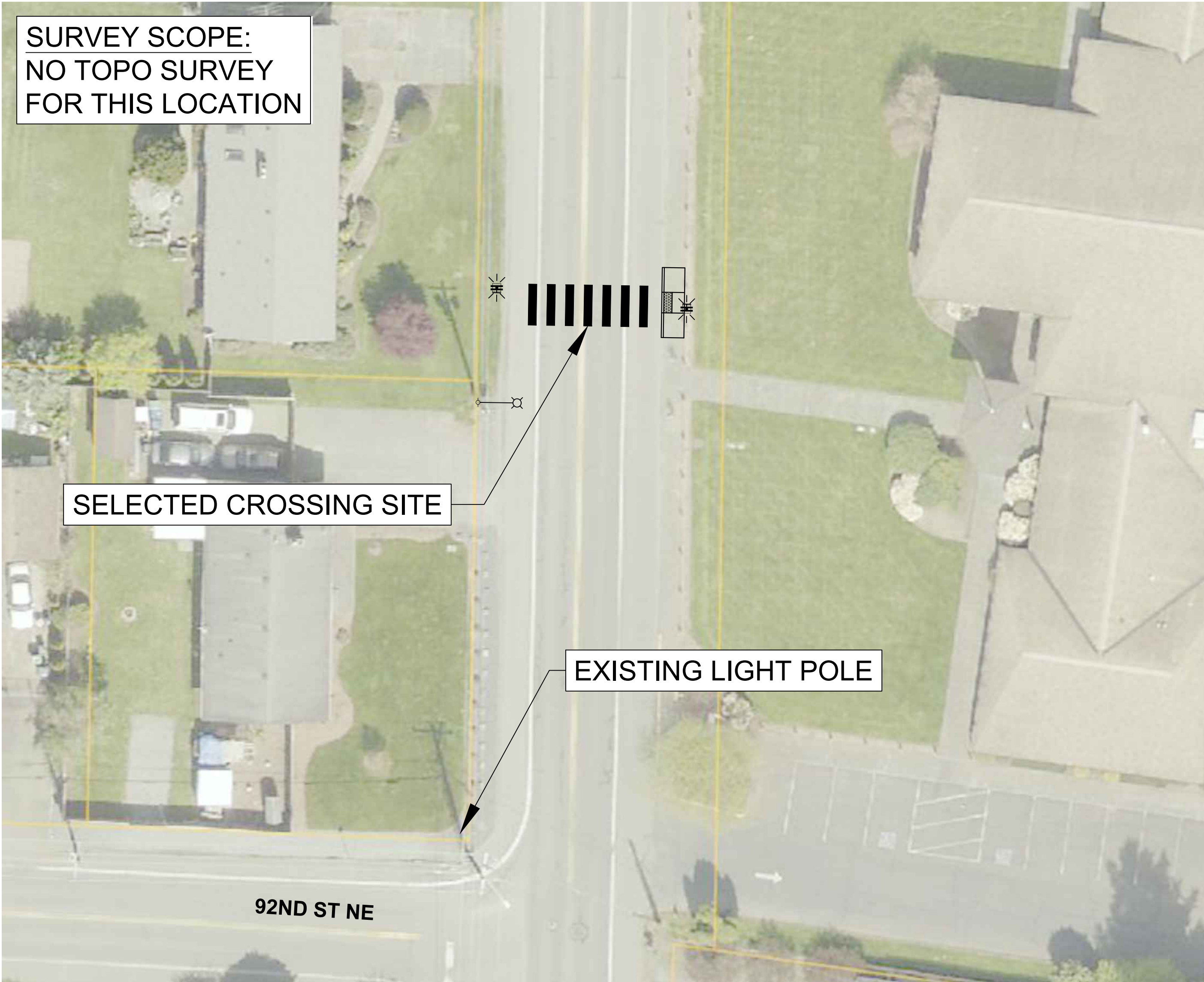
**51ST AVE NE APPROX. 100' S OF 126TH ST NE
SUNNYSIDE BLVD AT 57TH DR NE
RRFB PLAN**

PROJECT NO.	BD24-027
CONTRACT NO.	-
DRAWING NO.	FB02
SHEET	3
OF	-

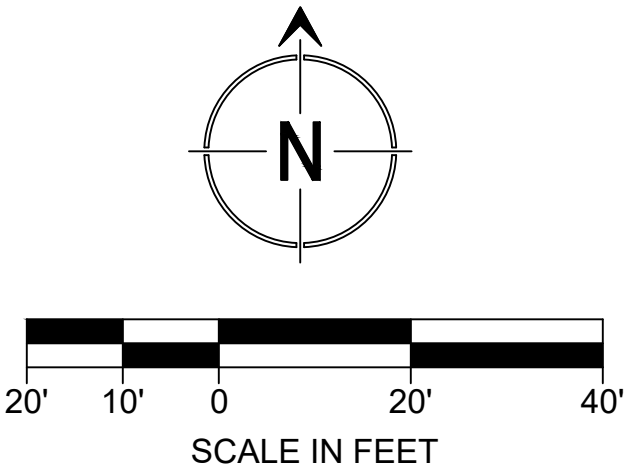
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LOCATION #5 - GROVE ST AT 55TH AVE NE



LOCATION #6 - 51ST AVE NE APPROX. 140' N OF 92ND ST NE



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Designed	-
Reviewed	-
Approved	-



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2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

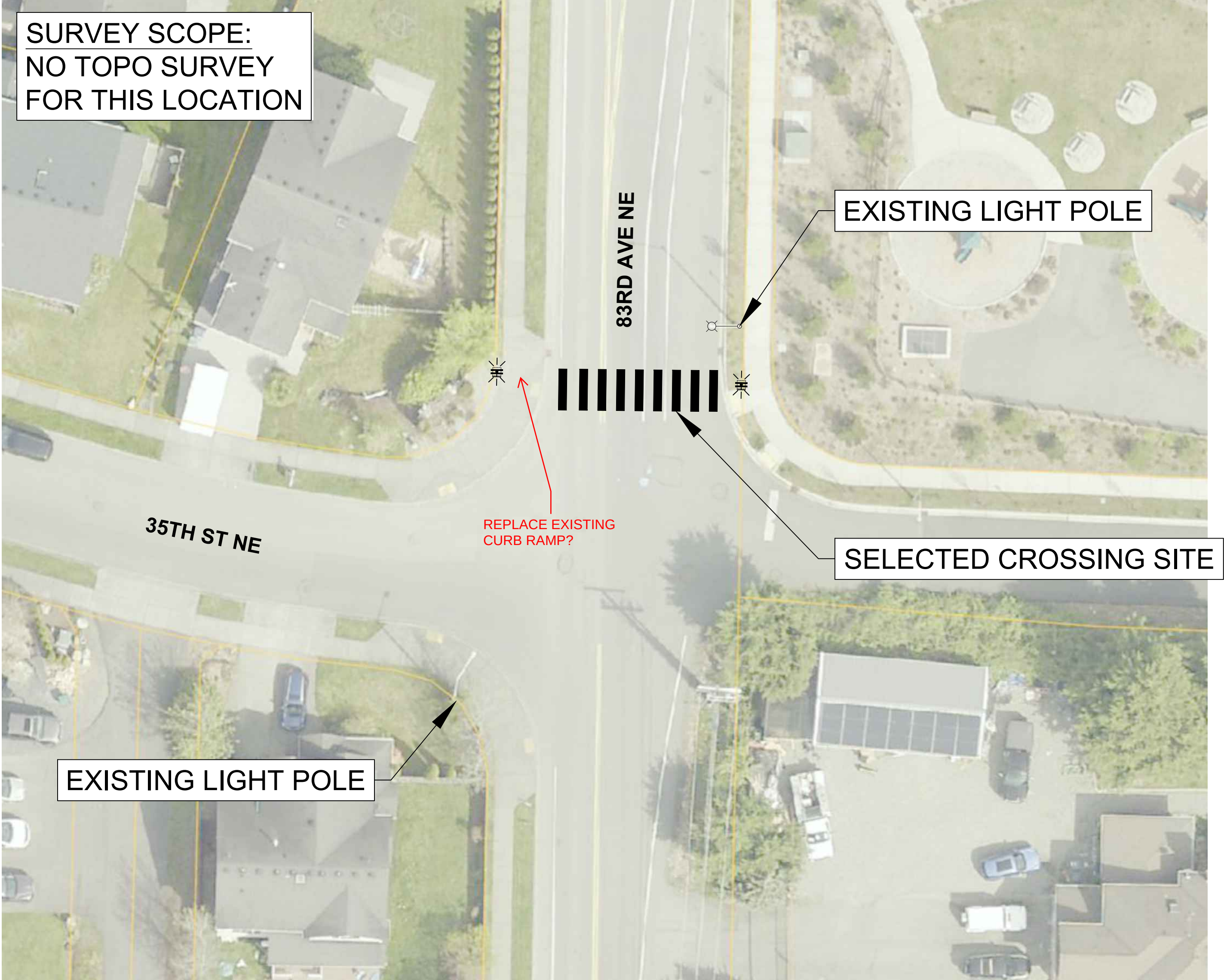
**GROVE ST AT 55TH AVE NE
51ST AVE NE APPROX. 140' N OF 92ND ST NE
RRFB PLAN**

PROJECT NO.	BD24-027
CONTRACT NO.	-
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OF	-

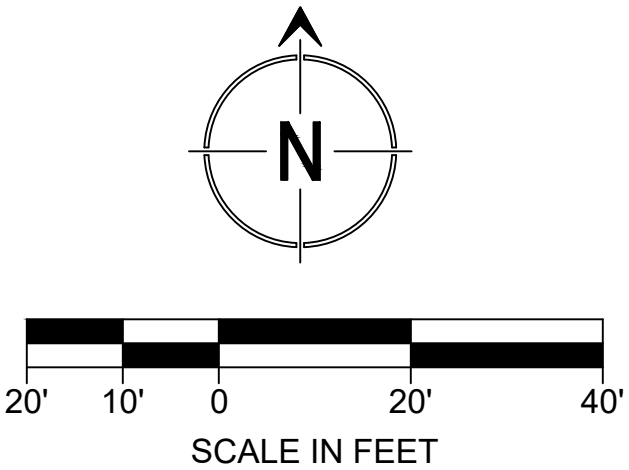
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LOCATION #7 - SUNNYSIDE BLVD AT 46TH ST NE



LOCATION #8 - 83RD AVE NE AT 35TH ST NE



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NO.	BY	DATE	REVISION

BY:	DATE:
Drawn	-
Designed	-
Reviewed	-
Approved	-



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(425) 883-4134 | www.tsinw.com

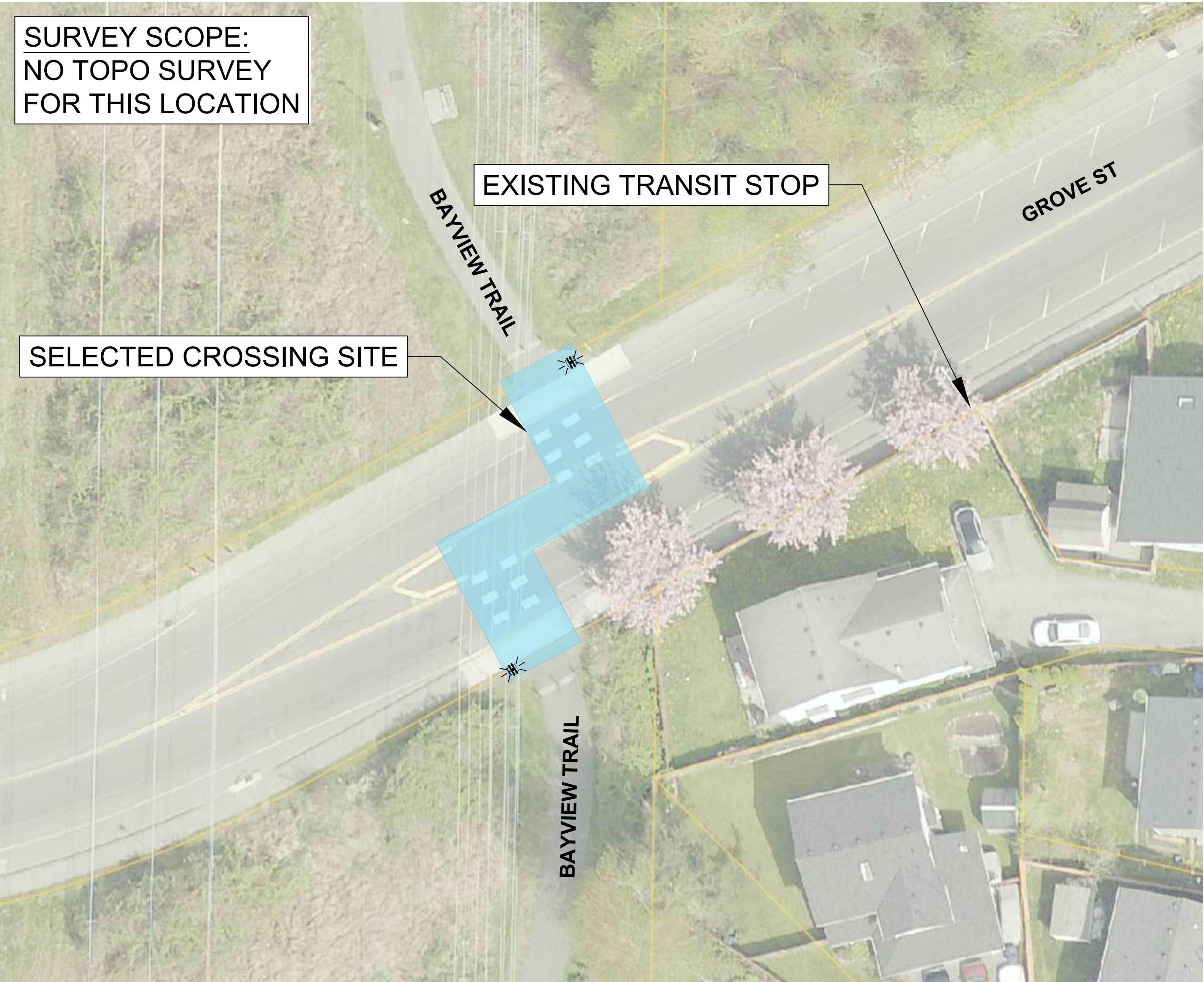
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2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

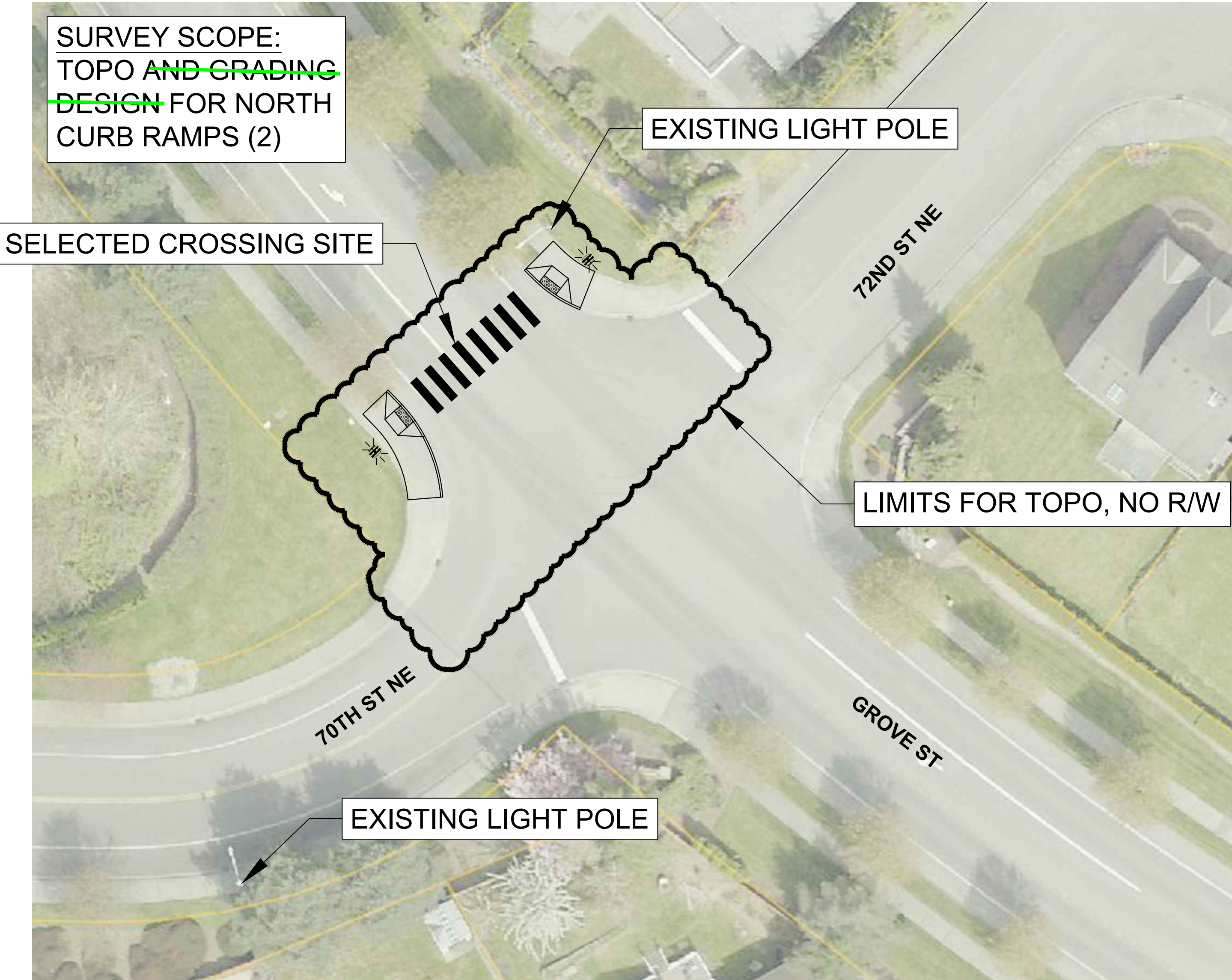
**SUNNYSIDE BLVD AT 46TH ST NE
83RD AVE NE AT 35TH ST NE
RRFB PLAN**

PROJECT NO.	BD24-027
CONTRACT NO.	-
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SHEET	5
OF	-

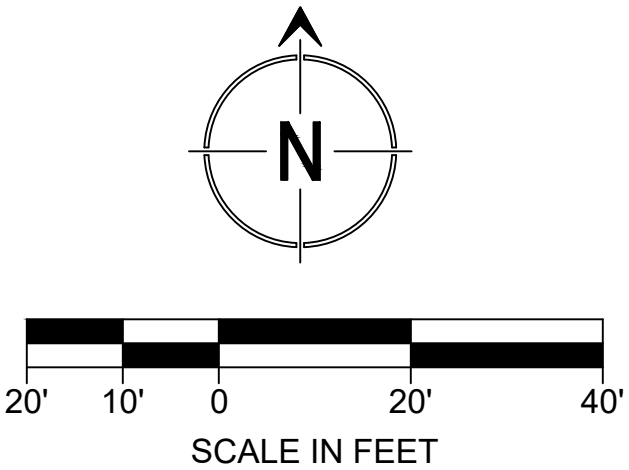
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LOCATION #9 - GROVE ST AT BAYVIEW TRAIL



LOCATION #10 - GROVE ST AT 70TH ST NE / 72ND ST NE



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NO.	BY	DATE	REVISION

BY:	DATE:
Drawn	-
Designed	-
Reviewed	-
Approved	-





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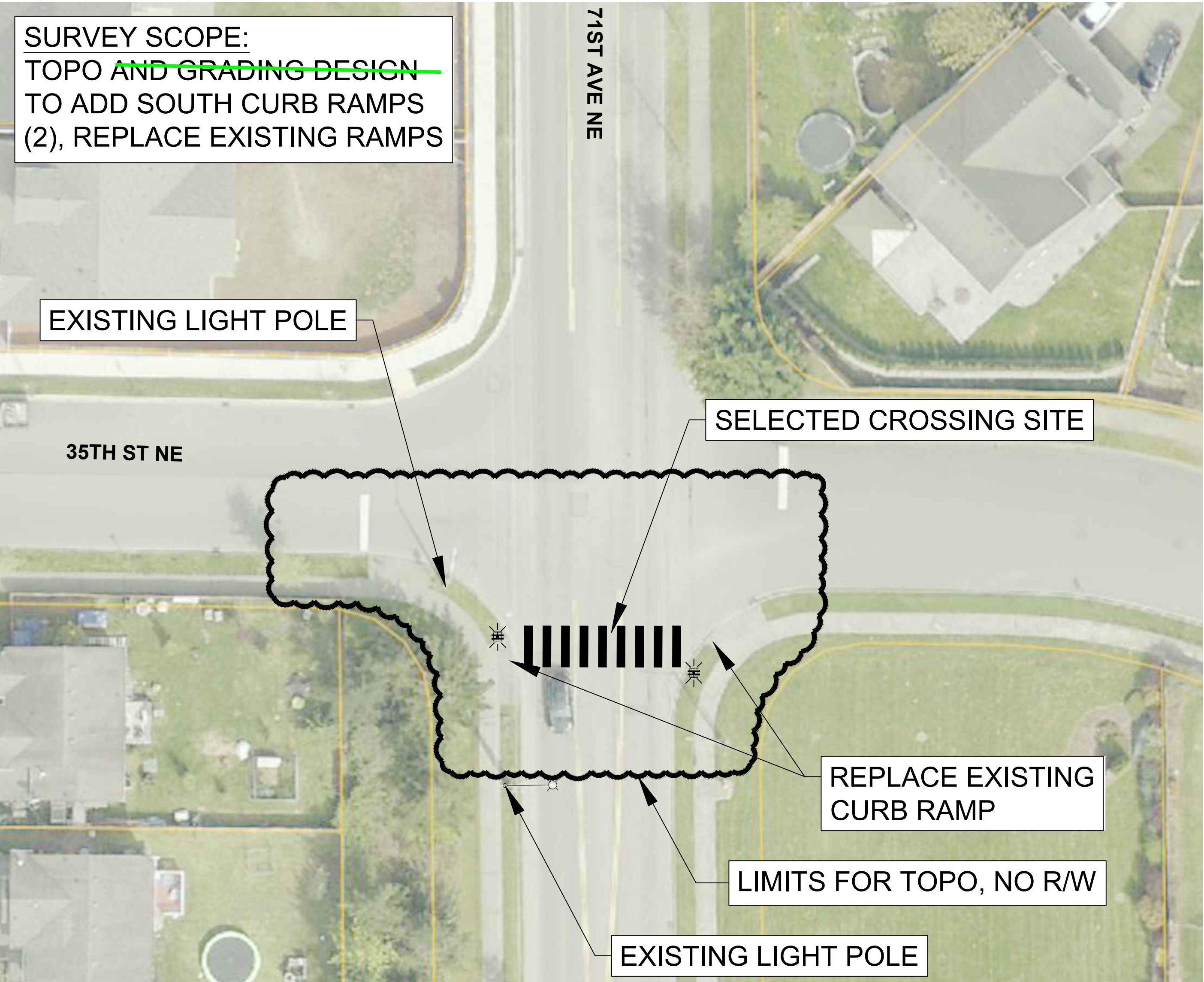
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2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

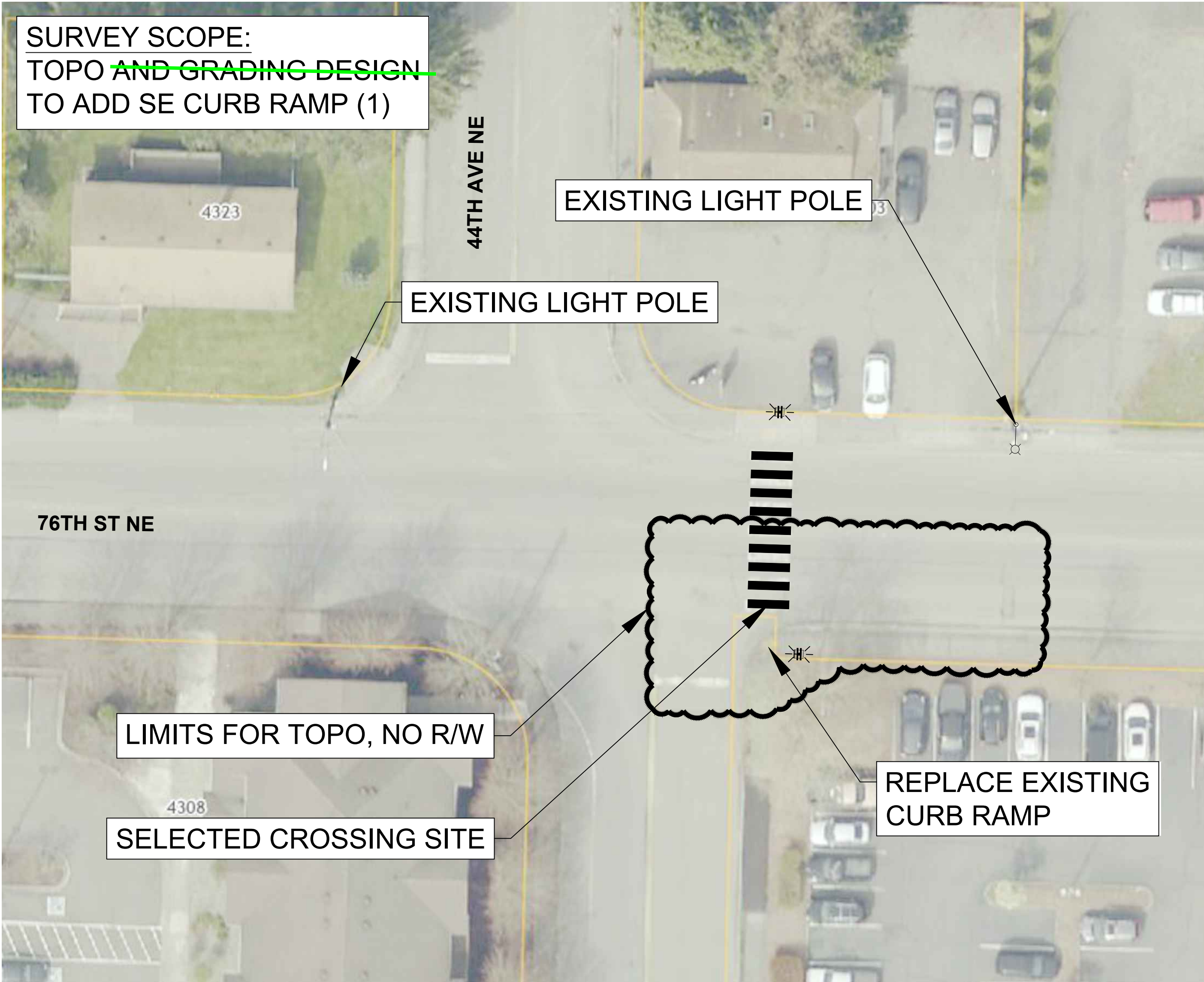
**GROVE ST AT BAYVIEW TRAIL
GROVE ST AT 70TH ST NE / 72ND ST NE
RRFB PLAN**

PROJECT NO.
BD24-027
CONTRACT NO.
-
DRAWING NO.
FB05
SHEET 6
OF -

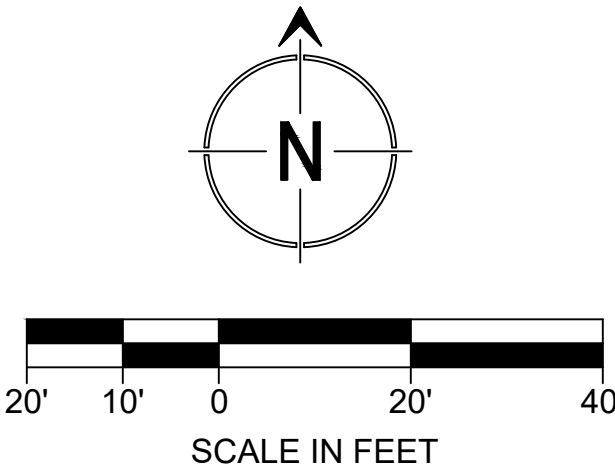
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LOCATION #11 - 71ST AVE NE AT 35TH ST NE



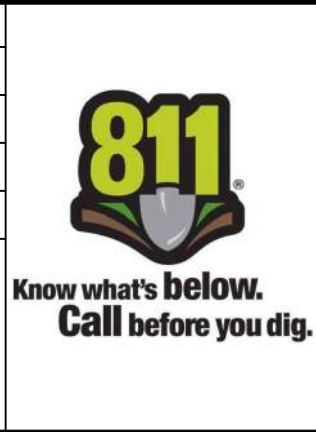
LOCATION #12 - 76TH ST NE AT 44TH DR NE



PRELIMINARY - FOR DISCUSSION ONLY

NO.	BY	DATE	REVISION

BY:	DATE:
Drawn	-
Designed	-
Reviewed	-
Approved	-



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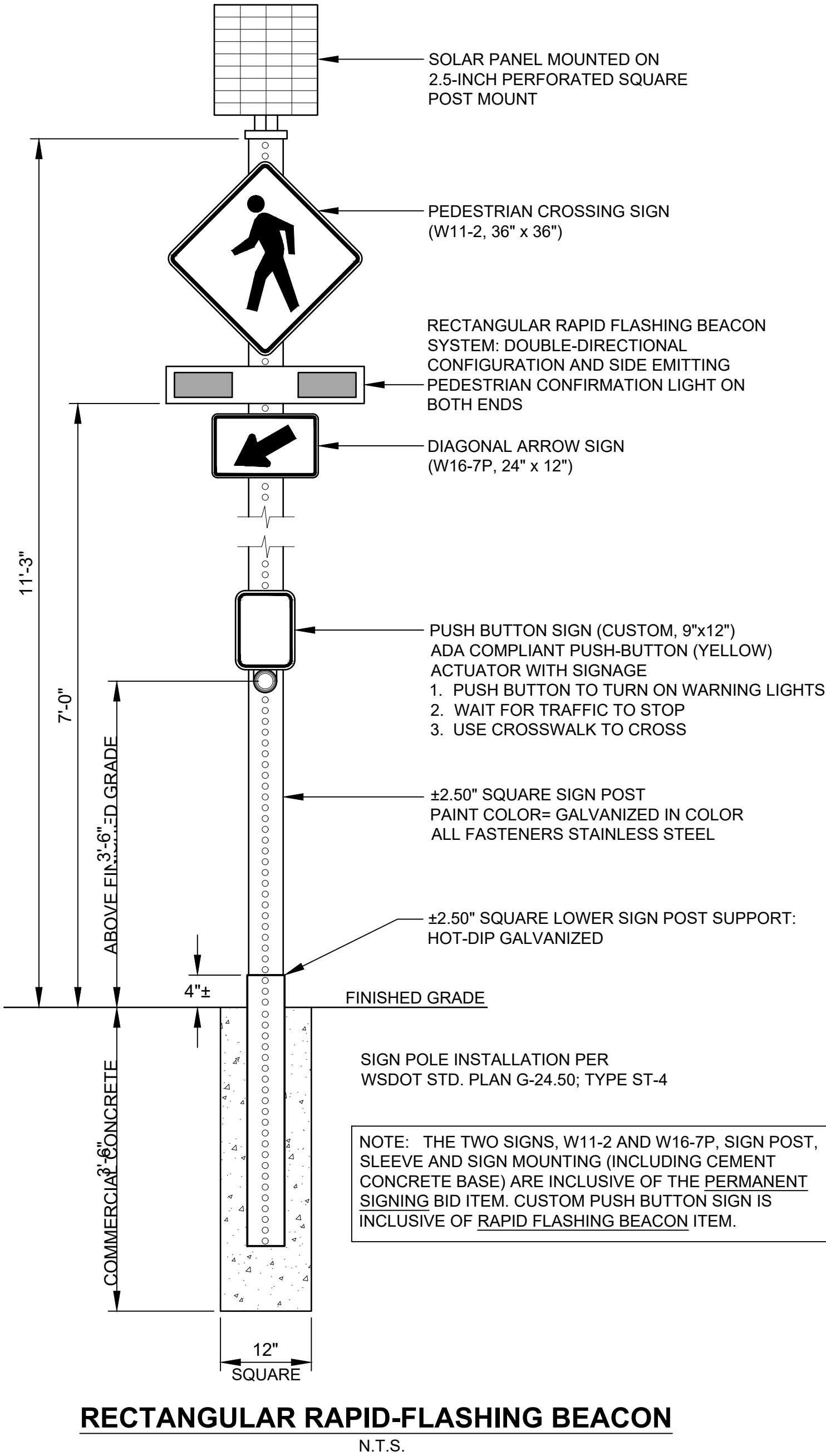
2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT

**71ST AVE NE AT 35TH ST NE
76TH ST NE AT 44TH DR NE
RRFB PLAN**

PROJECT NO.	BD24-027
CONTRACT NO.	-
DRAWING NO.	FB06
SHEET	7
OF	-

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POLE DETAIL CHART												
LOCATION	STD. No. 	STATION / OFFSET	POLE TYPE	BASE TYPE	MOUNTING HEIGHT						TRAFFIC SIGN TYPE	TRAFFIC SIGN MOUNTING HEIGHT
					TOP-MOUNT SOLAR PANEL	CONTROL UNIT	SPEED RADAR SIGN	RRFB	PPB	12" ROUND BEACONS		
100TH ST. NE AT 59TH DR.		STA 29+46.1, 28.4' LT	TELESPAR	FRANGIBLE	15'-3"	13'-0"	-	8'-7"	3'-6"	-	W16-7P	7'-0"
100TH ST. NE AT 59TH DR.		STA 29+46.7, 28.5' RT	TELESPAR	FRANGIBLE	15'-3"	13'-0"	-	8'-7"	3'-6"	-	W16-7P	7'-0"



PRELIMINARY - FOR DISCUSSION ONLY

NO.	BY	DATE	REVISION	BY:		DATE:			16932 Woodinville-Redmond Road, Suite A206 Woodinville, WA 98072 (425) 883-4134 www.tsinw.com		2022 CITYWIDE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT	DETAILS	PROJECT NO.
				Drawn	-	-							BD24-027
				Designed	-	-							CONTRACT NO.
				Reviewed	-	-							-
				Approved	-	-							DRAWING NO.
													DT01
													SHEET 8
													OF -

EXHIBIT A-1 SCOPE OF WORK

Prepared for:

TRANSPORTATION SOLUTIONS, INC.
CITY OF MARYSVILLE
2022 CITY WIDE SAFETY IMPROVEMENT PROJECT
HSIP-000S (677)
 May 29, 2024

INTRODUCTION

Skillings, Inc(SUBCONSULTANT) will support TSI (CONSULTANT) in the engineering design and construction support for improvements to City of Marysville (CITY) 2022 City Wide Safety Improvements. The project will install ADA curb ramps and new RRFBs (Rectangular Rapid Flashing Beacons) at select areas around the City. The CONSULTANT has requested the SUBCONSULTANT to provide Environmental permitting for the project.

Task 10 – PROJECT MANAGEMENT

This task includes SUBCONSULTANT management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings.

Assumptions:

- The Project Schedule will be in Microsoft project.
- Meetings will be virtual (e.g., Teams/Zoom) unless otherwise stated.

Tasks:

1. Provide input to the CONSULTANT for the Project Schedule
2. Provide quality control in-house through peer review and principal quality checks.
3. Coordinate with team including:
 - a. Executing and administering agreements.
 - b. Disseminating applicable and pertinent information to each of the team members in a timely manner.
 - c. Ensuring that effective QA/QC procedures are completed.
 - d. Providing guidance as necessary to ensure that the project objectives and schedule milestones are met.
4. SUBCONSULTANT will prepare monthly billings with progress reports.

Deliverables:

- Project Schedule inputs.
- Monthly invoices, with status reports.

Task 20 – Prepare Environmental Documentation and Permits

The SUBCONSULTANT will prepare environmental documentation for NEPA and SEPA permits. NEPA/SEPA documentation will be prepared consistent with WSDOT's Environmental Procedures Manual, CE Document (CED) Guidebook, and the Local Agency Guidelines Manual.

Environmental documentation via a draft NEPA Categorical Exclusion Document will be developed for CONSULTANT and CITY review. This document will include all environmental data developed specific to the Concept Design Layout.

Assumptions:

- This Task provides environmental documentation for proposed safety improvements. Documents may need to be revised at a later stage in the design to reflect final design conditions. These DRAFT documents will be prepared:
 - NEPA Checklist (NEPA Categorical Exclusion Document)
 - SEPA Checklist will be required; City will be SEPA Lead Agency
 - Appropriate discipline reports for the NEPA Categorical Exclusion Document
- No critical area impacts assumed, therefore a JARPA and HPA is not required.
- NEPA documentation is expected to be a Documented Categorical Exclusion (DCE).
- All proposed safety improvements will occur within previously disturbed right of way. It is assumed that the project will meet one of the exemptions outlined in the Memorandum of Agreement between the Washington State Department of Transportation (WSDOT) and the Washington State Department of Archeology and Historical Preservation (DAHP).

Deliverables:

Environmental Documents Package Consisting of (Tasks 20.1 – 20.4 outlined in detail below):

- Area of Potential Effect and Exemption Request Technical Memorandum
- Section 106 Cultural Resources baseline Technical Memorandum
- SEPA Checklist
- No Effect Letter (Biological Assessment)
- NEPA Categorical Exclusion Document

Task 20.1 – Area of Potential Effects (APE)

The area of potential effects (APE) will be determined based on the Concept Design Layout. It defines the area where ground may be disturbed during construction, in this case right-of-way line to right-of-way line plus any needed temporary construction easements for intersection and driveway connections and sidewalk improvements.

The APE and a Work Plan will be submitted to WSDOT for their review and consultation with the Washington State Department of Archeological and Historic Preservation (DAHP). Approval of the APE and Work Plan will determine the area to be investigated under Section 106 of the National Historic Preservation Act for cultural resources.

No ground penetrating efforts may be completed until the APE is approved, including Section 106 shovel probes or geotechnical borings.

Assumptions:

- The initial widening layout will be sufficient to define the APE
- Construction activities identified in this scope of work fall under exemption criteria referenced in the WSDOT Section 106 Exemptions, Appendix items:
 - ✓ A-20 (Activities associated with pedestrian lanes, paths, and related facilities that “do not include ground disturbance or is within the demonstrated vertical and horizontal limits of the previous disturbance”).

- ✓ A-36 (Activities designed to support transportation safety, security, and accessibility).

Subtasks:

1. Submit the APE to WSDOT Local Programs for consultation with DAHP
2. Provide sufficient documentation of how the APE was defined
3. Respond to WSDOT/DAHP questions

Deliverables:

- APE Review Technical Memorandum

Task 20.2 – State Environmental Policy Act (SEPA)

Assumptions:

- The City requires a SEPA checklist be submitted for public review, per the Washington State Environmental Policy Act. A 45-day review process is required.
- Preliminary Designs and all environmental documentation will be utilized as accompanying exhibits for the final SEPA checklist package.

Subtasks:

1. CONSULTANT will complete the SEPA checklist process per the requirements set forth by the CITY.
2. SUBCONSULTANT will submit the SEPA checklist with all required exhibits to the CONSULTANT and CITY for review upon submittal to the Marysville Planning Department.

Deliverable:

- Completed SEPA checklist package.
- Submittal to the City for final review.

Task 20.3 – Biological Assessment (BA)

Assumptions:

- Due to Federal Funding an ESA consultation is required. A BA must be completed to comply with Section 7(a) of the Endangered Species Act.
- A BA is needed to accompany the required documentation for submittal with the NEPA.
- Concept Design Layouts will be utilized as an exhibit within the final BA.

Subtask:

1. SUBCONSULTANT will complete a site visit to document existing conditions required for the BA.
2. SUBCONSULTANT will reference IPaC and PHS Listed Species in order to compile an up-to-date species list.
3. SUBCONSULTANT will make a species impact determination.
4. SUBCONSULTANT will complete a final BA .

Deliverable:

- Draft Biological Assessment.
- Final Biological Assessment

Task 20.4 – NEPA Categorical Exclusion

The NEPA CE will be based on the Concept Design Layout. It defines the area where ground may be disturbed during construction. The NEPA CE will be submitted to the City for their review.

Assumptions:

- The Concept Design Layout will be sufficient to develop the NEPA CE document.
- Site visit completed under Task 20.3 (BA) suffice for NEPA preparation.

Tasks:

1. Meet with Local Programs to define scope of NEPA CE document.
2. Prepare Draft NEPA CE document and submit to CLIENT for processing with Local Programs.
3. Revise NEPA CE document based on Local Programs comments. Resubmit final NEPA CE document.

Deliverables:

- Draft NEPA CE Document
- Final NEPA CE Document

END SCOPE OF WORK

Prepared by: Patrick E. Skillings, PMP 05/29/2024

EXHIBIT B-1
SUBCONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 24016 TRANSPORTATION SOLUTIONS, INC. CITY OF MARYSVILLE 2022 CITY WIDE SAFETY IMPROVEMENT PROJECT		PROJECT MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
10	PROJECT MANAGEMENT				
1	Provide input to the Consultant for the Project Schedule.	2			
2	Provide quality control in-house through peer review and principal quality checks.	2			
3	Coordinate with team including:	4			
a	Executing and administering agreements.				
b	Disseminating applicable and pertinent information to each of the team members in a timely manner.				
c	Ensuring that effective QA/QC procedures are completed.				
d	Providing guidance as necessary to ensure that the project objectives and schedule milestones are met.				
4	Subconsultant will prepare monthly billings with progress reports.	4			4
20	PREPARE ENVIRONMENTAL DOCUMENTATION AND PERMITS				
20.1	Area of Potential Effects (APE)				
1	Submit the APE to WSDOT Local Programs for consultation with DAHP.	1	8		
2	Provide sufficient documentation for how the APE was defined.		2		
3	Respond to WSDOT/DAHP questions.	1	4		
20.2	State Environmental Policy Act (SEPA)				
1	Consultant will complete the SEPA Checklist process per the requirements set forth by the City.	1	2	24	
2	Subconsultant will submit the SEPA Checklist with all required exhibits to the Consultant and City for review upon submittal to the Marysville Planning Department.		6		
20.3	Biological Assessment (BA)				
1	Subconsultant will complete a site visit to document existing conditions required for the BA.		10		
2	Subconsultant will reference IPaC and PHS Listed Species in order to compile an up-to-date species list.		2		

PROJECT NO. 24016 TRANSPORTATION SOLUTIONS, INC. CITY OF MARYSVILLE 2022 CITY WIDE SAFETY IMPROVEMENT PROJECT		PROJECT MANAGER	PROJECT SCIENTIST	STAFF SCIENTIST	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION				
3	Subconsultant will make a species impact determination.		8		
4	Subconsultant will complete a final BA.	2	36		
20.4	NEPA Categorical Exclusion				
1	Meet with Local Programs to define scope of NEPA CE document.	1	1		
2	Prepare Draft NEPA CE document and submit to Client for processing with Local Programs.	4	40		
3	Revise NEPA CE document based on Local Programs comments. Resubmit final NEPA CE document.	1	4		
	HOURS PER DISCIPLINE	23	123	24	4

EXHIBIT B-2
SUBCONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PROJECT MANAGER	23	x	\$276.93	=	\$6,369.36
PROJECT SCIENTIST	123	x	\$113.00	=	\$13,899.00
STAFF SCIENTIST	24	x	\$113.00	=	\$2,712.00
PROJECT ADMINISTRATOR	4	x	\$153.50	=	\$613.99
Total Hours =	174				Total NHR = \$23,594.35
REIMBURSABLES:					
Mileage	200	x	\$0.670	=	\$134.00
Miscellaneous Expenses	\$0.00	x	10%	=	\$0.00
					Total Expenses= \$134.00
SUBCONSULTANT COST (See Exhibit E):					
					Total Subconsultants = \$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$23,728.35
MANAGEMENT RESERVE FUND:					
	SUB TOTAL =	\$23,728.35	x	=	MRF = \$0.00
GRAND TOTAL					
				GRAND TOTAL =	\$23,728
PREPARED BY: Patrick E. Skillings, PMP- DATE: 05/29/2024					

EXHIBIT B-3
SUBCONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	InRoads Software	Month-No of years		\$950.00	\$0.00
15	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$0.00
	Mileage	Per Mile	200	0.670	\$134.00
Total Expenses					\$134.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Patrick E. Skillings, PMP		Date: 05/29/2024			



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 14, 2023

Skillings, Inc.
5016 Lacey Blvd SE
Lacey, WA 98503

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Alysia Cushman:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 175.21 % (rate includes 0.24% Facilities Capital Cost of Money). 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) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
[Schatzie Harvey \(Jul 17, 2023 03:25 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

SKILLINGS, INC.
PO BOX 5080
LACEY, WA 98509
2023-24 BILLING RATES

Job Classification	Direct Salary Cost		Overhead Rate x DSC 175.21%		Fixed Fee x DSC 30%		DSC + OH + Fee	
	Min	Max	Min	Max	Min	Max	Min	Max
Principal-in-Charge	\$ 95.00	\$ 99.75	\$ 166.45	\$ 174.77	\$ 28.50	\$ 29.93	\$ 289.95	\$ 304.45
Senior Project Manager	\$ 105.00	\$ 110.25	\$ 183.97	\$ 193.17	\$ 31.50	\$ 33.08	\$ 320.47	\$ 336.49
Project Manager	\$ 87.50	\$ 91.88	\$ 153.31	\$ 160.97	\$ 26.25	\$ 27.56	\$ 267.06	\$ 280.41
Senior Project Engineer	\$ 78.50	\$ 82.43	\$ 137.54	\$ 144.42	\$ 23.55	\$ 24.73	\$ 239.59	\$ 251.57
Project Engineer	\$ 78.50	\$ 82.43	\$ 137.54	\$ 144.42	\$ 23.55	\$ 24.73	\$ 239.59	\$ 251.57
Utilities Manager	\$ 56.00	\$ 58.80	\$ 98.12	\$ 103.02	\$ 16.80	\$ 17.64	\$ 170.92	\$ 179.46
Environmental Manager	\$ 87.80	\$ 92.19	\$ 153.83	\$ 161.53	\$ 26.34	\$ 27.66	\$ 267.97	\$ 281.37
Senior Project Scientist	\$ 40.00	\$ 42.00	\$ 70.08	\$ 73.59	\$ 12.00	\$ 12.60	\$ 122.08	\$ 128.19
Project Scientist	\$ 34.00	\$ 35.70	\$ 59.57	\$ 62.55	\$ 10.20	\$ 10.71	\$ 103.77	\$ 108.96
Staff Scientist	\$ 31.50	\$ 39.69	\$ 55.19	\$ 69.54	\$ 9.45	\$ 11.91	\$ 96.14	\$ 121.14
Engineer	\$ 56.25	\$ 59.06	\$ 98.56	\$ 103.48	\$ 16.88	\$ 17.72	\$ 171.68	\$ 180.26
Septic Design	\$ 34.00	\$ 35.70	\$ 59.57	\$ 62.55	\$ 10.20	\$ 10.71	\$ 103.77	\$ 108.96
Senior AutoCAD Technician	\$ 50.00	\$ 52.50	\$ 87.61	\$ 91.99	\$ 15.00	\$ 15.75	\$ 152.61	\$ 160.24
Engineering Technician	\$ 30.00	\$ 52.50	\$ 52.56	\$ 91.99	\$ 9.00	\$ 15.75	\$ 91.56	\$ 160.24
Communications Manager	\$ 55.00	\$ 57.75	\$ 96.37	\$ 101.18	\$ 16.50	\$ 17.33	\$ 167.87	\$ 176.26
Right-of-Way Negotiator	\$ 50.70	\$ 53.24	\$ 88.83	\$ 93.27	\$ 15.21	\$ 15.97	\$ 154.74	\$ 162.48
Survey Manager	\$ 69.23	\$ 72.69	\$ 121.30	\$ 127.36	\$ 20.77	\$ 21.81	\$ 211.30	\$ 221.86
Project Surveyor	\$ 32.50	\$ 52.50	\$ 56.94	\$ 91.99	\$ 9.75	\$ 15.75	\$ 99.19	\$ 160.24
Survey Technician	\$ 37.44	\$ 39.31	\$ 65.60	\$ 68.88	\$ 11.23	\$ 11.79	\$ 114.27	\$ 119.98
Construction Inspector	\$ 39.00	\$ 49.14	\$ 68.33	\$ 86.10	\$ 11.70	\$ 14.74	\$ 119.03	\$ 149.98
Project Administrator	\$ 48.50	\$ 55.65	\$ 84.98	\$ 97.50	\$ 14.55	\$ 16.70	\$ 148.03	\$ 169.85
Administrative Assistant	\$ 38.50	\$ 49.61	\$ 67.46	\$ 86.93	\$ 11.55	\$ 14.88	\$ 117.51	\$ 151.42

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 _____
- 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
Transportation Solutions, Inc.

whose address is

16932 Woodinville-Redmond Road, Suite A206, Woodinville, WA 98072

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 WSDOT
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.

Transportation Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Marysville, and Transportation Solutions, 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 WSDOT 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

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.

Transportation Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

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.

Transportation Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

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 Transportation Solutions, Inc. are accurate, complete, and current as of June 20, 2024.

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: Transportation Solutions, Inc.

Signature

Principal
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: \$ 0.00 _____.

- 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 meet 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:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Senior Planner Angela Gemmer, Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** amending Ch. 12.04 Street Names and renaming the 19th Avenue Connector to '[insert selected name here]'.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY:

A major planned connector road in the Lakewood Neighborhood, commonly referred to as the 19th Avenue Connector, will begin construction this summer. This proposed road will extend from the south side of 172nd Street NE (where it aligns with 19th Avenue NE to the north), southerly to 30th Avenue NE near the 156th Street Overpass as shown in **Exhibit 1** of the attached memo.

Recently it was brought to staff's attention that there is also an existing 19th Avenue NE to the west of the Burlington Northern Santa Fe (BNSF) railroad tracks which is in unincorporated Snohomish County. The 19th Avenue NE located in unincorporated Snohomish County is connected to 19th Drive NE which is located in the City limits.

It is unlikely that the 19th Avenue NE within Snohomish County could be renamed since approximately 19 homes are addressed off of that road and its name has been long-established. Having two roads located south of 172nd Street NE named 19th Avenue NE would be confusing for both first responders and motorists in general. There are other practical difficulties associated with the 19th Avenue Connector retaining the 19th Avenue name as described further in the attached memo.

In addition to the practical difficulties noted above, 19th Avenue NE is a significant roadway that connects the Lakewood Neighborhood with the Cascade-Industrial Center. The 19th Avenue NE connector is anticipated to be approximately 6,500 feet long which is nearly the exact length of Ingraham Boulevard. Given its length and significance, a unique name for the road is merited.

Potential names for this road are detailed in the attached memo; however, others may be preferred by City Council. Staff respectfully requests that City Council assign a name to the 19th Avenue Connector and adopt said name change via Ordinance.

ATTACHMENTS:

[Memo on Naming 19th Avenue Connector](#)

[DRAFT Ordinance on Naming 19th Avenue Connector](#)

MEMORANDUM

DATE: July 1, 2024

TO: City Council

FROM: Haylie Miller, Community Development Director
Angela Gemmer, Principal Planner

SUBJECT: 19th Avenue NE name consideration

ECC: Jeff Laycock, P.E., Public Works Director
Jesse Birchman, P.E., Transportation & Parks Maintenance Manager
Jacob Milner, GIS Manager

Exhibit 1: Map of 19th Avenue connector with proposed projects

Exhibit 2: Map of 19th Avenue connector with preliminary project street names

Exhibit 3: Nilsens Addition to Lakewood

Exhibit 4: Funks First Plat of Marysville

Background

A major planned connector road in the Lakewood Neighborhood, commonly referred to as the 19th Avenue NE Connector, will begin construction this summer. This proposed road will extend from the south side of 172nd Street NE (where it aligns with 19th Avenue NE to the north), southerly to 30th Avenue NE near the 156th Street Overpass as shown in **Exhibit 1**. This road will primarily be constructed by three projects: Marysville 172, Sather Farms, and Marysville 10 Degrees (see also **Exhibit 1**).

Recently it was brought to staff's attention that there is also an existing 19th Avenue NE to the west of the Burlington Northern Santa Fe (BNSF) railroad tracks which is in unincorporated Snohomish County. The 19th Avenue NE located in unincorporated Snohomish County is connected to 19th Drive NE which is located in the City limits. The Snohomish County road is named 19th Avenue NE as it aligns directly with the portion of 19th Avenue NE within the City, only interrupted by the BNSF railroad tracks.

It is unlikely that the 19th Avenue NE within Snohomish County could be renamed since approximately 19 homes are addressed off of that road and its name has been long-established. Having two roads located south of 172nd Street NE named 19th Avenue NE would cause confusion for both first responders and motorists in general.

If the new connector road were to retain a number for its name, it could only be 19th Avenue NE until its juncture with 169th Place. In the vicinity of 169th Place NE, the road changes from a north-south alignment to a diagonal one following the BNSF railroad tracks in a southeasterly direction. Since road numbers ascend as one heads eastward, 19th Avenue NE would need to have a changing road number at the major intervening east-west roads; it is estimated that 19th Avenue would have three to four number changes before ultimately taking

an east-west trajectory as it ties into 30th Avenue NE. This presents an awkward situation in that the motorist would be on the same road, but the street number would change as they drive along the road. Having a number assigned to the road also makes street numbering and addressing more compressed and less reflective of the street grid naming framework (see **Exhibit 2** which shows preliminary street names).¹

In addition to the practical difficulties noted above, 19th Avenue NE is a significant roadway that connects the Lakewood Neighborhood with the Cascade-Industrial Center. The 19th Avenue NE connector is anticipated to be approximately 6,500 feet long which is nearly the exact length of Ingraham Boulevard. Given its length and significance, a unique name for the road is merited.

Potential Names for Consideration

Based on a review of historic owners in the Lakewood Neighborhood, the history of the neighborhood, and current plans for the City, the following potential names are suggested:

- **English Crossing Way or English Crossing Road.** The Lakewood Neighborhood was originally known as English Station. The nearby railroad station was named English by the Great Northern Railway, after the English Logging Company, which shipped many logs over this line. It should be noted that the road runs parallel to the railroad tracts virtually tying into the historic English Crossing marker along the tracks, and selecting this name would provide a sense of place and nod to history. The Lakewood Neighborhood Master Plan also suggests that “design elements might take inspiration from the railroad crossing to strengthen the local character and should provide visual cues to motorists that they are entering a unique neighborhood” (see page 10).
- **Sather Way or Sather Road.** Over 34 percent of 19th Avenue will be constructed on land that was historically, and until recently, owned by the Sather family. Irvin Sather, a co-owner of this property, passed away in 2023. While limited information could be found on Mr. Sather based on a preliminary search, the Sathers are significant land owners and farmers in the area, and recently owned the land on the west side of the BNSF railway as well.
- **(Leland) Larson Way or Larson Road.** Leland Larson was a farmer that owned a large tract of land immediately abutting the 156th Street Overcrossing. The grandson of Lakewood homesteaders, Mr. Larson served in the US Navy during WWII on the USS Lowry. After leaving the navy, he became a Jersey dairy farmer and started his family. He was a lifelong member of the Sons of Norway, VFW, and the Grange, and was active in the Lakewood School District serving on the school board for 11 years. More information can be found [here](#).
- **Cascade Way or Cascade Road*.** Cascade Way would pay homage to the beautiful Cascade Mountain range² which can be seen along the road along with the direct connection of the Lakewood Neighborhood to the Cascade Industrial Center (CIC) via

¹ Note: 19th Avenue is anticipated to have multiple numbered road names south of 169th Place NE as it bears southeast. No homes in either project will take direct access from or be addressed off of the 19th Avenue Connector.

² This area has good vistas of the Cascade Mountains including Mount Pilchuck, Whitehorse Mountain, and Three Fingers.

the 19th Avenue Connector. Cascade Street is also one of the historic street names in the Nilsen plat which is the second plat of the Lakewood Neighborhood (see **Exhibit 3**).³ Alternatively, a name that more deeply acknowledges the linkage between the Lakewood Neighborhood and CIC or Smokey Point Neighborhood could be selected such as Cascade-Lakewood Road, English Crossing-Cascade Way, or Smokey Point-Lakewood Road. This type of name has the opportunity to bridge the history of the area with the future.

Notes on Road Naming Conventions

The suffix (i.e. type of road name) noted in the potential road options listed above is Way or Road. The reasons for this are:

- The term Road is more general in terms of its orientation (i.e. whether the road is east-west or north-south. The 19th Avenue Connector orients north-south, diagonally and then east-west);
- The term Way denotes a throughway as this road is; however, Way typically is used more for north-south roads;
- Boulevards are typically much wider than the proposed road. This road will have a travel lane in each direction and a center turn lane where needed;
- Places and Streets run east-west in the City while this road runs primarily north-south (albeit at an angle); and
- Drives and Avenues are north-south roads in the City. This road, while primarily north-south does take an east-west trajectory as it approaches 30th Avenue NE.

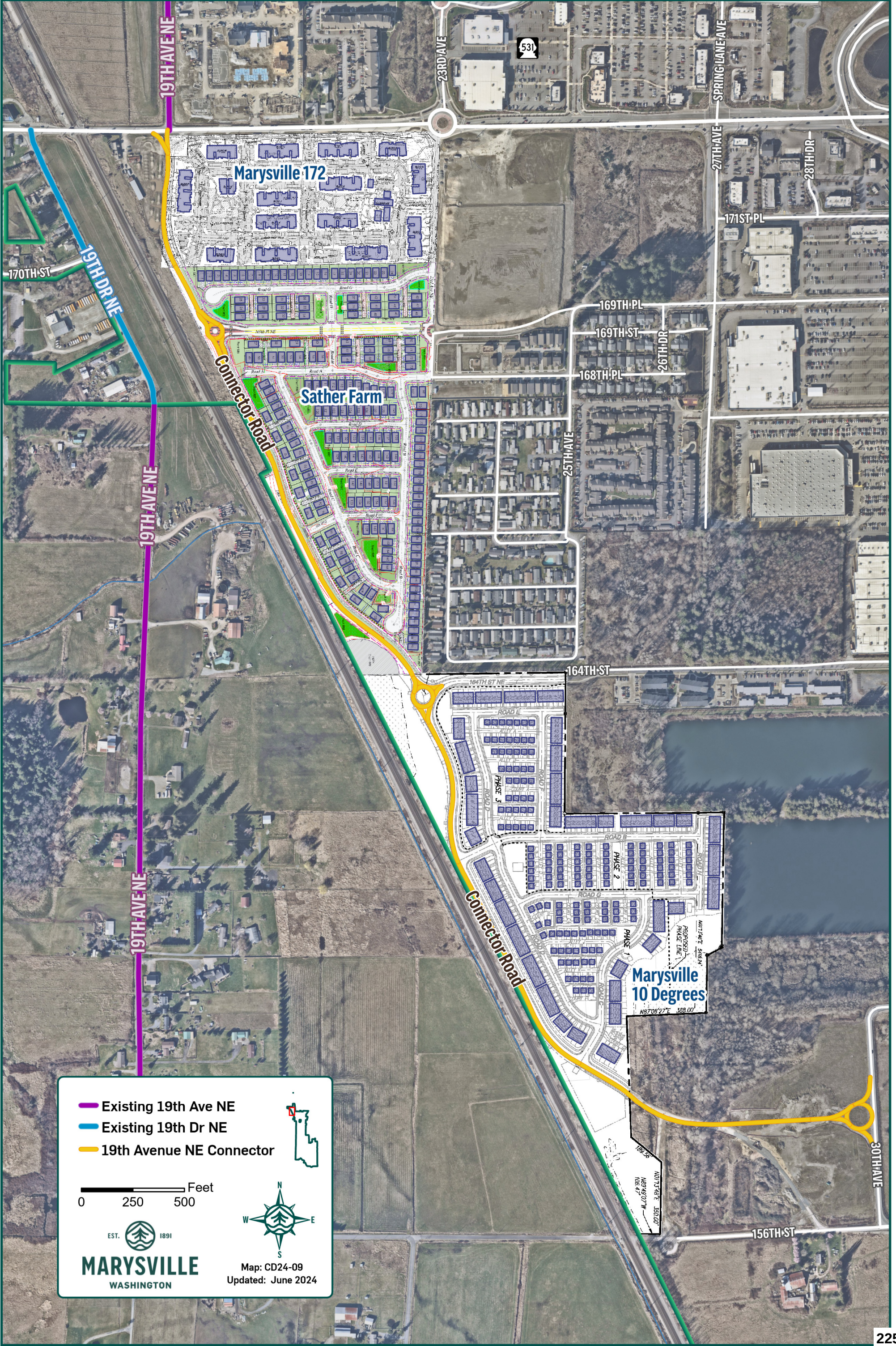
Names that are Not Recommended

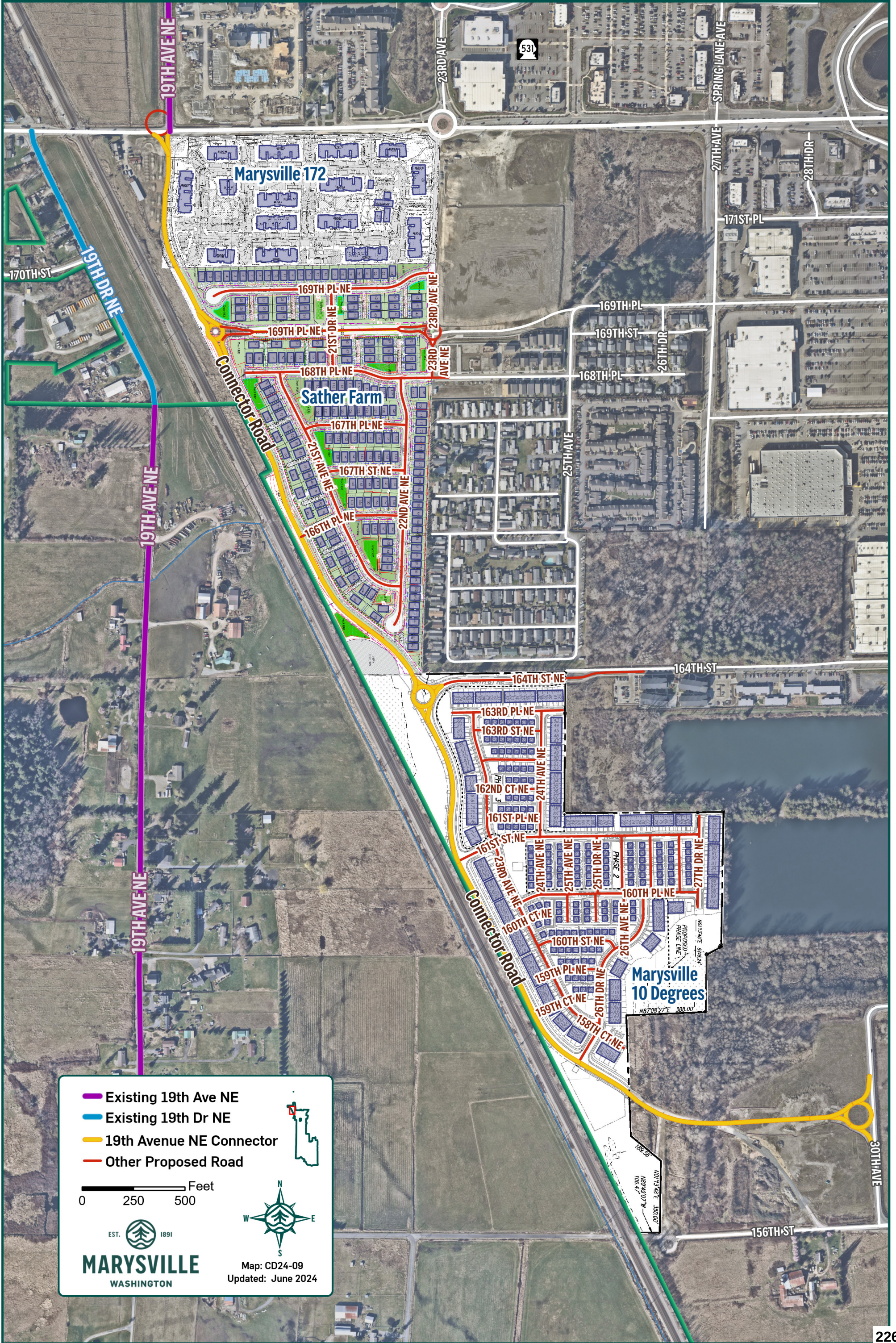
The following names, while natural fits for the area, are not recommended for the following reasons:

- Lakewood Way would conflict with the western portion of 172nd Street NE which is known as Lakewood Road;
- Quil Ceda Creek is in the vicinity; however, this name would cause confusion with the Tulalip Tribe's Quil Ceda Boulevard, Quil Ceda Way, and Quil Ceda Village; and
- Bjorn Creek is located to the immediate north; however, 188th Street NE is also known as Bjorn Road.

Staff respectfully requests that City Council consider a name for the 19th Avenue Connector in lieu of a numbering road convention, and ultimately to adopt said name by Ordinance.

³ The first plat of the Lakewood Neighborhood is Funks First Plat of Lakewood (see **Exhibit 4**). Fred Funk is credited as naming the small historic town Lakewood.





6/51

NILSENS ADDITION TO LAKEWOOD

Snohomish County, Wash.

Scale 1 inch = 100 ft.

Legend.

Nilsens Addition to Lakewood shown herewith embraces a parcel of ground particularly described as follows: From the S 1/4 corner of the S 1/4 of section 19, T 31 N, R 6 E, W 1/2, run East along the section line 662.96 ft. to the Great Northern right of way line, thence along said right of way line 422' 10" W, 222' 10" E, thence West 222' 10", thence South 222' 10", to the place of beginning 1/4 22' E.

Dedication.

Know all men by these presents that we Mathias Nilsen and Sarah Nilsen his wife, residents of Snohomish County, Washington, have caused to be laid out and platted into lots of the number and sizes, and widths of streets and alleys as shown by figures on the plat hereto attached and hereby made a part of this deed of dedication, the parcel of ground as shown on said plat, and we hereby dedicate to the public forever said streets and alleys, reserving to ourselves however the right on such streets to lay water and other pipes, and to erect poles for telephone and other wires.

Witness our hands and seals this 5th day of February A.D. 1907.

Mathias Nilsen
Sarah Nilsen

Acknowledgment.

State of Washington } ss
County of Snohomish }

On the 5th day of February A.D. 1907 before me the undersigned, a Notary Public in and for the above county and state, appeared Mathias Nilsen and Sarah Nilsen his wife, to me known to be the individuals who executed this map of Nilsens Addition to Lakewood and severally acknowledged that they executed the same freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year in this certificate above written.

Fred Funk Notary Public
Residing at Lakewood



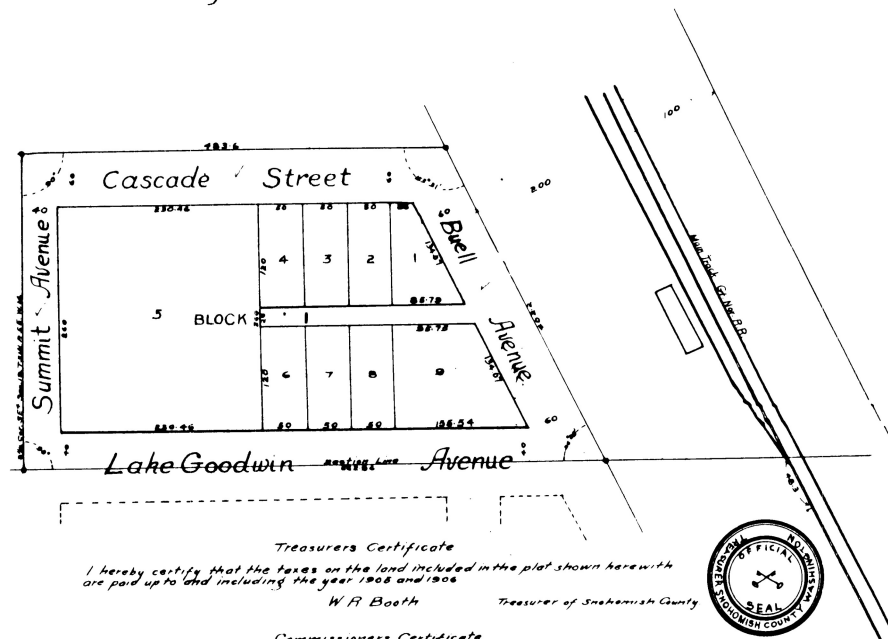
Office of County Auditor
County of Snohomish,
State of Washington. } ss 116403

Filed for record at request of Mathias Nilsen on Feb 11th 1907
at 15 minutes past 12 o'clock P.M.

S. Kestel
County Auditor

By

Deputy



Treasurer's Certificate

I hereby certify that the taxes on the land included in the plat shown herewith are paid up to and including the year 1906 and 1906

W R Booth

Treasurer of Snohomish County

Commissioners' Certificate

Approved by the Board of County Commissioners of Snohomish County this 11th day of Feb A.D. 1907

A H B Jordan Chairman of the Board

Approved by County Surveyor on this 11th day of February A.D. 1907

Elmer Lanfear County Surveyor



Intersection of Cascade Street, Summit Ave.
Buell Ave. and the Alley between
Summit Ave and Lake Goodwin Ave
See Com. Record Vol 30, page 9

Intersection of lots 1, 2, 3, 4, 5, 6, and part of Alley
and part of Buell Ave. See Com. Record Vol 37 page 48
page 11/1903

For vacation of part of Connors Street
in this plat See Vol 20 Commissioners
Records Page 268.

F. Lee
County Auditor.

FUNKS FIRST PLAT OF LAKEWOOD

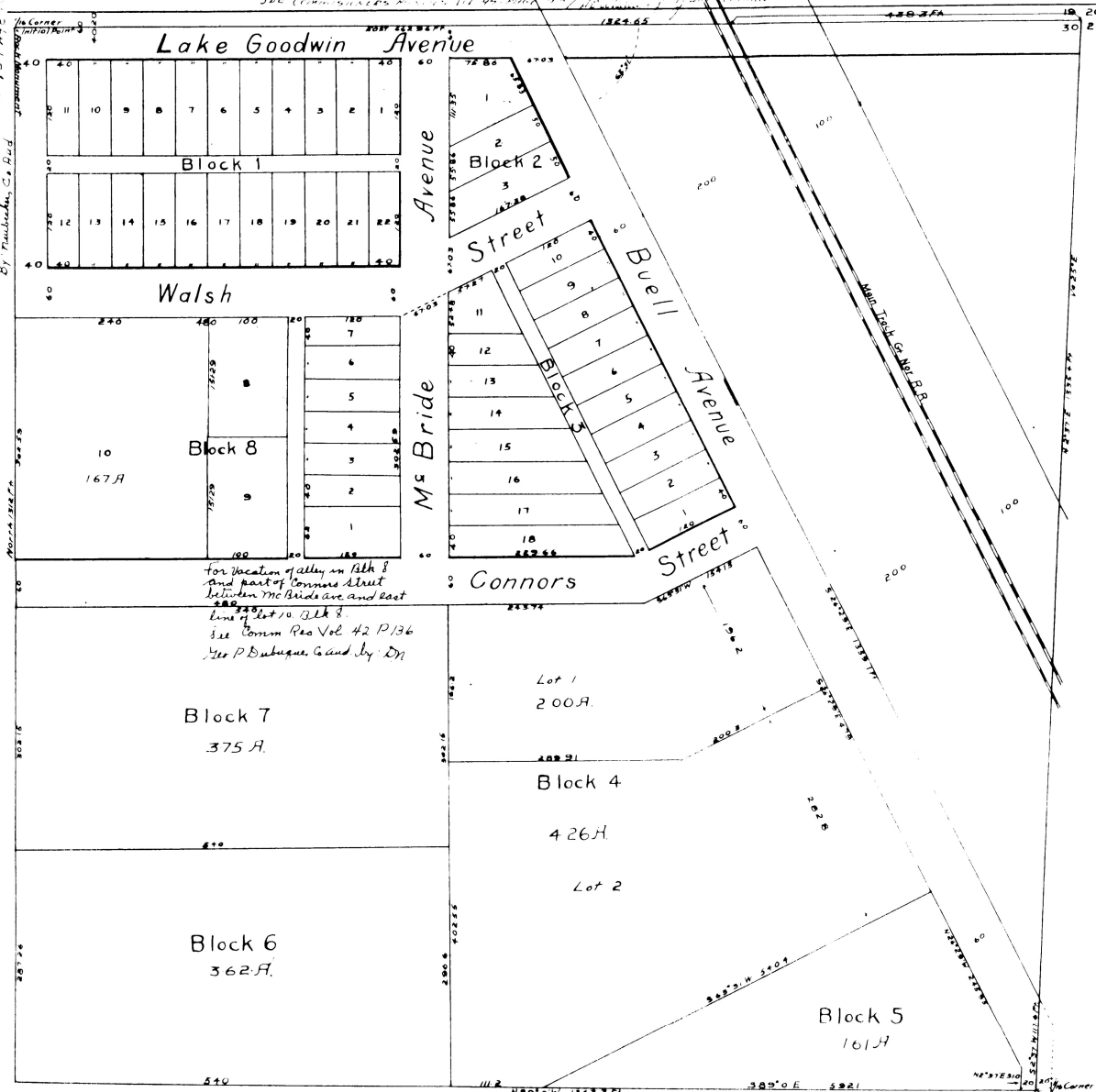
Snohomish County, Wash.

6/49

Scale 1 inch = 100 feet

FOR VACATION OF PART OF WALSH STREET
BETWEEN BLOCKS 2 & 3 AND THE ALLEY
RUNNING THERE Block 3
366 Commissioners Records Vol 20 Page 268

For vacation of part of Walsh Street
and of 40' by West of Block 1
See Comm. Records Vol 43 Page 167
By Paulsen, Co. Ltd



Legend

The plat of Lakewood shown herein embraces a parcel of ground particularly described as follows: From the NW corner of the NE 1/4 of section 30 T. 31 N. R. 5 E. W. 1/2 W. 1/2 E. along the section line 662.96 ft to the Great Northern right of way line thence along said line 526.29 E. 135.0 ft to E line of sec 30 thence South 17.1 ft to the E 1/4 corner of the NE 1/4 of section 30 thence North 125.5 ft, thence North 15.1 ft to the place of beginning, all in the NE 1/4 of the NE 1/4 of said section 30. To S. 66° E.

Dedication

Know all men by these presents that we Fred Funk and Mathilda Funk his wife, residents of Snohomish County Washington, here caused to be laid out and platted into lots and blocks of the number and sizes and widths of streets and alleys as shown by figures on the plat hereto attached and hereby made a part of this deed of dedication the parcel of ground as shown on said plat, and we hereby dedicate to the public forever said streets and alleys, reserving to ourselves however the right on such streets to lay water and other pipes and erect poles for telegraph and other wires. Witness our hands and seals this 31st day of December A.D. 1906.

Fred Funk
Mathilda Funk

Acknowledgment

State of Washington }
County of Snohomish }

On the 31st day of December A.D. 1906 before me the undersigned a Notary Public in and for the above County and State personally appeared Fred Funk and Mathilda Funk his wife, to me known to be the severally acknowledged that they executed the same freely and voluntarily for the uses and purposes therein set forth. Witness my hand and official seal the day and year in this certificate above written.

W. H. Steller



Treasurers Certificate

I hereby certify that the taxes on the land included in the plat shown here-with are paid up to and including the year 1905.

W. R. Booth

Treasurer of Snohomish County.



Commissioners Certificate

Approved by the Board of County Commissioners of Snohomish County this 31st day of Dec. A.D. 1906.

A. H. B. Jordan

Chairman of the Board.

Office of County Auditor
County of Snohomish
State of Washington

115001

Filed for record at request of
Fred Funk on Dec 31 1906 at 5 o'clock PM

F. Lee
County Auditor

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, NAMING
THE PORTION OF 19TH AVENUE NE, FROM 172ND STREET NE TO THE 30TH
AVENUE NE, AS [INSERT SELECTED NAME HERE].**

WHEREAS, a new section of 19th Avenue NE, extending from 172nd Street NE to 30th Avenue NE, is a planned connector road serving the Lakewood Neighborhood; and

WHEREAS, portions of this section of 19th Avenue NE are currently under construction or will be under construction soon; and

WHEREAS, there is an existing 19th Avenue NE north of 172nd Street NE, within the City, and an existing 19th Avenue NE south of 172nd Street NE that is along the same alignment but is located in unincorporated Snohomish County; and

WHEREAS, there are several existing residences located along the 19th Avenue NE that is located in unincorporated Snohomish County which are addressed off of 19th Avenue NE; and

WHEREAS, there would be considerable challenges associated with renaming the 19th Avenue NE that is in unincorporated Snohomish County, and having two 19th Avenues south of 172nd Street NE would cause confusion for both emergency medical services and the general public; and

WHEREAS, providing an unique name for the portion of 19th Avenue NE south of 172nd Street NE is an opportunity to reflect the heritage of the Lakewood Neighborhood and is justified given the length and significance of this roadway; and

WHEREAS, the City Council has the authority to rename City streets; and

WHEREAS, the City Council desires to rename the new street located within the City "[insert selected name here]" both to avoid any confusion with the 19th Avenue NE located in unincorporated Snohomish County and to reflect the heritage of the historic Lakewood Neighborhood; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 12.04 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. Corrections. 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 _____, 2024.

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

12.04.012 [insert selected name here]. All sections, now or in the future existing, of 19th Avenue NE from its intersection with 172nd Street NE southerly to its intersection with 30th Avenue NE shall be known and designated as “[insert selected name here]”.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Jennifer Ferrer-Santa Ines, Finance

ITEM TYPE: Ordinance

AGENDA SECTION: **New Business**

SUBJECT: An **Ordinance** to amend the 2023-2024 Biennial budget to update the compensation tables.

SUGGESTED ACTION: Recommended Motion: I move to adopt Ordinance No. _____.

SUMMARY: The attached salary schedules supersede the previously adopted compensation tables.

ATTACHMENTS:
[070124 BA Ordinance.docx](#)

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2023-2024 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE/DECREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3239.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Since the adoption of the 2023-2024 budget by the City Council on November 28, 2022, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2023-2024 budget.

Section 2. Since the adoption of the 2023-2024 budget and in accordance with MMC 2.50.030, the 2023-2024 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit "A".

Section 3. Except as provided herein, all other provisions of Ordinance No. 3239 shall remain in full force and effect, unchanged.

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 _____, 2024.

CITY OF MARYSVILLE

By _____
CITY ATTORNEY

ATTEST:

By _____
CITY CLERK

Date of Publication:

Approved as to form:

By _____

MAYOR

Effective Date (5 days after publication): _____

EXHIBIT A – 2023-2024
Compensation Grids
CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2024

5% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
M112	No Position	\$ 84,317 \$ 40.54	\$ 86,853 \$ 41.76	\$ 89,435 \$ 43.00	\$ 92,113 \$ 44.29	\$ 94,912 \$ 45.63	\$ 97,733 \$ 46.99	\$100,675 \$ 48.40	\$103,210 \$ 49.62	\$105,768 \$ 50.85	Annual Hourly
M113	Athletic Supervisor Cultural Arts Supervisor Recreation Supervisor Utility Billing Supervisor Police Records Supervisor	\$ 91,899 \$ 44.18	\$ 94,648 \$ 45.50	\$ 97,519 \$ 46.88	\$100,412 \$ 48.27	\$103,448 \$ 49.73	\$106,558 \$ 51.23	\$109,739 \$ 52.76	\$112,488 \$ 54.08	\$115,287 \$ 55.43	Annual Hourly
M114	HR Business Partner Senior Financial Analyst Management Analyst Prosecutor I	\$ 98,666 \$ 47.44	\$101,632 \$ 48.86	\$104,692 \$ 50.33	\$107,800 \$ 51.83	\$111,054 \$ 53.39	\$114,378 \$ 54.99	\$117,845 \$ 56.66	\$120,763 \$ 58.06	\$123,775 \$ 59.51	Annual Hourly
M115	Administrative Services Supervisor Fleet and Facilities Supervisor IT Services Supervisor Assistant Court Administrator	\$105,601 \$ 50.77	\$108,735 \$ 52.28	\$112,010 \$ 53.85	\$115,381 \$ 55.47	\$118,850 \$ 57.14	\$122,413 \$ 58.85	\$126,096 \$ 60.62	\$129,204 \$ 62.12	\$132,431 \$ 63.67	Annual Hourly
M116	Parks Maintenance Supervisor Prosecutor II Solid Waste Supervisor Storm/Sewer Supervisor Street Supervisor Water Utility Supervisor Water Quality Supervisor Water Resource Supervisor Safety Manager Legal Services Manager Emergency Preparedness Manager GIS Manager Principal Planner IT Analyst Supervisor	\$112,991 \$ 54.32	\$116,362 \$ 55.94	\$119,853 \$ 57.62	\$123,441 \$ 59.35	\$127,148 \$ 61.13	\$130,973 \$ 62.97	\$134,896 \$ 64.85	\$138,266 \$ 66.47	\$141,710 \$ 68.13	Annual Hourly
M117	Building Official Financial Operations Manager Financial Planning Manager Planning Manager Senior Project Engineer IT Operations Supervisor Human Resources Program Manager Communications Manager	\$118,609 \$ 57.02	\$122,174 \$ 58.74	\$125,832 \$ 60.50	\$129,610 \$ 62.31	\$133,533 \$ 64.20	\$137,502 \$ 66.11	\$141,638 \$ 68.10	\$145,178 \$ 69.80	\$148,813 \$ 71.54	Annual Hourly
M118	Senior Project Manager Public Works Services Manager Traffic Engineering Manager	\$124,565 \$ 59.89	\$128,271 \$ 61.67	\$132,122 \$ 63.52	\$136,091 \$ 65.43	\$140,204 \$ 67.41	\$144,389 \$ 69.42	\$148,717 \$ 71.50	\$152,447 \$ 73.29	\$156,251 \$ 75.12	Annual Hourly
M119	Assistant Parks Director Storm and Wastewater Utility Manager Water Utility Manager Transportation and Parks Maintenance Manager Court Administrator Lead Prosecutor Development Services Manager Capital Engineering Manager	\$130,782 \$ 62.88	\$134,703 \$ 64.76	\$138,746 \$ 66.70	\$142,906 \$ 68.70	\$147,186 \$ 70.76	\$151,612 \$ 72.89	\$156,154 \$ 75.07	\$160,053 \$ 76.95	\$164,069 \$ 78.88	Annual Hourly
M120	Economic Development Manager	\$137,310 \$ 66.01	\$141,423 \$ 67.99	\$145,656 \$ 70.03	\$150,056 \$ 72.14	\$154,553 \$ 74.30	\$159,192 \$ 76.53	\$163,973 \$ 78.83	\$168,063 \$ 80.80	\$172,270 \$ 82.82	Annual Hourly
M121	No Position	\$144,197 \$ 69.33	\$148,526 \$ 71.41	\$152,949 \$ 73.53	\$157,541 \$ 75.74	\$162,275 \$ 78.02	\$167,154 \$ 80.36	\$172,177 \$ 82.78	\$176,456 \$ 84.83	\$180,856 \$ 86.95	Annual Hourly
M122	Assistant Public Works Director/City Engineer Deputy City Attorney	\$151,395 \$ 72.79	\$155,915 \$ 74.96	\$160,602 \$ 77.21	\$165,457 \$ 79.55	\$170,407 \$ 81.93	\$175,500 \$ 84.38	\$180,762 \$ 86.90	\$185,304 \$ 89.09	\$189,920 \$ 91.31	Annual Hourly
M123	Assistant Police Chief	\$166,532 \$ 80.06	\$171,529 \$ 82.47	\$176,672 \$ 84.94	\$181,980 \$ 87.49	\$187,408 \$ 90.10	\$193,052 \$ 92.81	\$198,840 \$ 95.60	\$203,813 \$ 97.99	\$208,907 \$ 100.44	Annual Hourly
M124	Community Development Director Parks Director IS Director HR Director	\$178,401 \$ 85.77	\$183,753 \$ 88.34	\$189,266 \$ 90.99	\$194,944 \$ 93.72	\$200,792 \$ 96.53	\$206,816 \$ 99.43	\$213,020 \$ 102.41	\$218,346 \$ 104.97	\$223,804 \$ 107.60	Annual Hourly
M125	Finance Director	\$187,323 \$ 90.06	\$192,943 \$ 92.76	\$198,731 \$ 95.54	\$204,693 \$ 98.41	\$210,834 \$ 101.36	\$217,159 \$ 104.40	\$223,673 \$ 107.54	\$229,265 \$ 110.22	\$234,997 \$ 112.98	Annual Hourly
M126	Police Chief City Attorney Public Works Director	\$196,701 \$ 94.57	\$202,602 \$ 97.40	\$208,680 \$ 100.33	\$214,940 \$ 103.34	\$221,389 \$ 106.44	\$228,030 \$ 109.63	\$234,871 \$ 112.92	\$240,743 \$ 115.74	\$246,762 \$ 118.64	Annual Hourly
M130	Chief Administrative Officer City Administrator	\$212,592 \$ 102.21	\$218,970 \$ 105.27	\$225,539 \$ 108.43	\$232,305 \$ 111.69	\$239,274 \$ 115.04	\$246,452 \$ 118.49	\$253,846 \$ 122.04	\$260,192 \$ 125.09	\$266,697 \$ 128.22	Annual Hourly

CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2024

5% Increase

PAY CODE	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	Human Resource Assistant Planning Technician Confidential Legal Assistant Computer Technician Victim/Witness Coordinator Community Support Aide	\$ 74,346 35.74	\$ 76,570 36.81	\$ 78,867 37.92	\$ 81,233 39.05	\$ 83,672 40.23	\$ 86,184 41.43	\$ 88,766 42.68	\$ 90,991 43.75	\$ 93,263 44.84	Annual Hourly
N111	Deputy City Clerk Communications/Marketing Specialist Confidential Admin Specialist	\$ 78,794 \$ 37.88	\$ 81,186 \$ 39.03	\$ 83,601 \$ 40.19	\$ 86,112 \$ 41.40	\$ 88,695 \$ 42.64	\$ 91,325 \$ 43.91	\$ 94,099 \$ 45.24	\$ 96,441 \$ 46.37	\$ 98,858 \$ 47.53	Annual Hourly
N112	Code Enforcement Officer Confidential Admin Associate Development Services Technician Engineering Coordinator GIS Technician Inspector I - Building Inspector I - Construction Planning Assistant Surface Water Specialist Surface Water Inspector Community Intervention Specialist I Emergency Preparedness Specialist Volunteer & Community Event Coordinator Probation Officer	\$ 84,317 40.54	\$ 86,853 41.76	\$ 89,435 43.00	\$ 92,113 44.29	\$ 94,912 45.63	\$ 97,733 46.99	\$100,675 48.40	\$103,210 49.62	\$105,768 50.85	Annual Hourly
N113	Associate Planner I.S. Analyst Engineering Technician Financial Analyst GIS Analyst Human Resource Specialist Inspector II - Building Inspector II - Construction Executive Services Coordinator NPDES Coordinator Senior Communications Specialist/PIO Community Intervention Specialist II	\$ 91,899 \$ 44.18	\$ 94,648 \$ 45.50	\$ 97,496 \$ 46.88	\$100,412 \$ 48.27	\$103,425 \$ 49.73	\$106,558 \$ 51.23	\$109,739 \$ 52.76	\$112,488 \$ 54.08	\$115,287 \$ 55.43	Annual Hourly
N114	Crime & Intelligence Analyst Electronic Control Systems Administrator Inspector III - Combo Inspector III - Electrical Planner	\$ 98,666 \$ 47.44	\$101,632 \$ 48.86	\$104,692 \$ 50.33	\$107,800 \$ 51.83	\$111,054 \$ 53.39	\$114,378 \$ 54.99	\$117,845 \$ 56.66	\$120,763 \$ 58.06	\$123,775 \$ 59.51	Annual Hourly
N115	Assistant Building Official Civil Plan Review Project Engineer Senior Planner Associate Traffic Engineer City Clerk	\$105,601 \$ 50.77	\$108,735 \$ 52.28	\$112,010 \$ 53.85	\$115,381 \$ 55.47	\$118,850 \$ 57.14	\$122,413 \$ 58.85	\$126,096 \$ 60.62	\$129,204 \$ 62.12	\$132,431 \$ 63.67	Annual Hourly
N116	IS System Administrator Risk and Program Manager	\$112,991 \$ 54.32	\$116,362 \$ 55.94	\$119,853 \$ 57.62	\$123,441 \$ 59.35	\$127,148 \$ 61.13	\$130,973 \$ 62.97	\$134,896 \$ 64.85	\$138,266 \$ 66.47	\$141,710 \$ 68.13	Annual Hourly

CITY OF MARYSVILLE
MPMA - COMMANDER PAY GRID 2024

4.5% Increase

TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Commander	\$ 160,134	\$ 164,931	\$ 169,881	\$ 174,987	\$ 180,248	\$ 184,734	\$ 189,350	Annual
	\$ 76.99	\$ 79.29	\$ 81.67	\$ 84.13	\$ 86.66	\$ 88.81	\$ 91.03	Hourly

CITY OF MARYSVILLE						
2024						
MPOA - (OFFICERS & SERGEANTS)						
January 1, 2024 Through December 31, 2024						
5% increase						
Monthly						
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Entry Police	6,883					
Police Officers	7,648	7,940	8,225	8,673	9,173	9,537
Police Corporal		10,395				
Police Sergeant	10,784	11,253				

CITY OF MARYSVILLE							
2024							
MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)							
January 1, 2024 - December 31, 2024							
4% increase							
Monthly							
PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-12 mo	13-24 m	25-36 m	37-48 m	49-60 m	61+ m	73+ m
Community Service Officer	5,586	5,814	6,052	6,300	6,559	6,828	7,093
Custody Sergeant	8,347	8,547					
Custody Corporal	7,452	7,631					
Custody Officer	5,726	5,970	6,179	6,396	6,647	6,926	7,132

Teamsters Pay Grid 2024										
5.0% Increase										
2024 Classifications	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,464	\$61,976	Annual
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80	Hourly
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372	Annual
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76	Hourly
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech - AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834	Annual
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90	Hourly
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140	Annual
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93	Hourly
Parks Administrative Associate										
Police Records Tech										
Police Public Disclosure Specialist										
Parks Maintenance Tech II										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249	Annual
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	Hourly
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761	Annual
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56	Hourly
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										
Facilities Maintenance Journeyman	U50	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394	Annual
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75	Hourly
Mechanic										
Streets Maintenance Tech Lead II										
Storm/Sewer Tech Lead II										
Solid Waste Lead II										
Parks Maintenance Lead II										
WWTP Operator										
Construction Lead I										
Water Operator										
WWTP Maintenance Tech II										
Mechanic Lead II	U55	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492	Annual
Senior Traffic Control Systems Tech		\$42.83	\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16	Hourly
Construction Lead II										
Water Operations Lead II										
Water Quality Lead										
WWTP Maintenance Lead										
WWTP Operations Lead										
Utility Electrician										