

# Agenda

## CITY OF GOLD BAR COUNCIL MEETING

Tuesday, May 21, 2024

7:00 PM

CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS - none

NEW BUSINESS

1. STARTUP INTERLOCAL – DISCUSSION AND ACTION

2. ORDINANCE #776 AMENDING TITLE 17 – INTRODUCTION AND FIRST READING

3. CONSULTING AGREEMENT, ORCHARD AVENUE – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

May 7, 2024

VOUCHER APPROVAL

CHECKS

37613 - 37645

CLAIMS

\$58,458.05

PAYROLL & TAXES

\$1,200.00

TOTAL

\$59,685.05

ADJOURNMENT

# City of Gold Bar

EST. 1910



107 – 5<sup>th</sup> Street, Gold Bar, WA 98251

## City of Gold Bar Council Meeting Minutes Tuesday, May 7, 2024

### **CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Councilmembers Phillips and Sears attended via Zoom as did Office Manager Beaston.

### **AGENDA APPROVAL**

Councilmember Russell moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

### **MAYOR'S REPORT**

Mayor Yarbrough talked about ordinances he is working on, changes to the dog park, and that there may be a mobile opioid treatment service in Gold Bar. He hopes that this service will help support lives of those in need. Mayor Yarbrough also reminded those present that the discussion by the Department of Transportation (DOT) about crosswalk construction is not a planning session but a time for DOT updates and questions about their process.

### **STAFF REPORT**

Chief Whalen reviewed calls, talked about partnership work with the City of Everett, the number of traffic infractions written, the slight uptick in property crimes, and posting the ATV ordinance on the website. He reminded people to be aware of leaving valuables out because of the property crimes. Councilmember Lie asked him about law enforcement services with the Forest Service and there was brief discussion around that.

Director Norris talked about the Fall View Plat, permit progress for Rico's Pizza, the Startup Water District, upcoming staff interviews, upcoming bid openings, Wallace Falls Court, and parking. He also said the City received a Loss Control Grant from AWC and will be purchasing a concrete grinder. Councilmember Lie asked about Rico's, gravel trucks on May Creek Road, and street striping. Councilmember Russell talked about seal coating on 1<sup>st</sup> Ave. West.

Office Manager Beaston reminded people to be aware of motorcyclists with the warmer weather. She also let people know that long-time resident Dorothy Croshaw had passed away in February and the City had just found out. She said Ms. Croshaw had been a City Councilmember and had been a very active citizen.

### **COUNCIL COMMENTS**

Councilmember Sears thanked everyone for helping through recent events. He also said with the warmer weather residents may want to join with neighbors in getting septic systems pumped.

Councilmember Lie gave his update on ATVs and dirt bikes.

Councilmember Martin was sorry to hear of the passing of Ms. Croshaw, who had been a pillar of the community. Councilmember Martin attended the recent memorial for Bruce Albert, the former mayor of Index. She also reminded people that even though the weather is warming, the local rivers are not.

Councilmember Russell has been looking for snow on trails and talked about avalanche risks. He also talked about potential changes with Boeing and that neighbors may need a helping hand.

Councilmember Phillips will not be at the next meeting. Councilmember Sears moved to excuse the absence and with a second by Councilmember Russell, the motion carried, with Councilmember Phillips abstaining.

**CITIZEN COMMENTS - none**

**CONTINUED BUSINESS - none**

**NEW BUSINESS**

*Crosswalk Discussion.* Representatives from DOT spoke about the upcoming construction of a crosswalk on SR 2. They talked about the background of the project, why the location was chosen, its funding, and an overview of projects in other parts of the SR2 corridor. Discussion included the design, the schedule of construction which will be in early 2025, concerns about turning traffic, roundabouts, lighting, visibility, speed/traffic studies, types of construction, no funding for widening SR2, and grants to study the feasibility of widening SR2. Councilmembers Lie and Russell said they are happy with the project.

Fire Inspection Interlocal. This interlocal updates the term of the interlocal for fire inspections and arson investigations. Councilmember Sears moved to authorize the mayor to enter into this interlocal and with a second by Councilmember Russell, the motion carried.

**FINAL COUNCIL COMMENTS/OTHER BUSINESS**

Councilmember Russell reminded people to stay out of the rivers.

Councilmember Phillips thanked the Council for excusing her upcoming absence.

**MINUTES APPROVAL**

Councilmember Martin moved to approve the May 6<sup>th</sup>, 2024, minutes as presented and with a second by Councilmember Russell, the motion carried.

**VOUCHER APPROVAL**

Councilmember Martin moved to approve checks numbering 37579 through 37612 with \$49,567.84 for claims and \$46,283.45 for payroll and taxes, for a grand total of \$95,851.29 and with a second by Councilmember Russell, the motion carried.

**ADJOURNMENT**

Councilmembers Russell and Sears both moved to adjourn the meeting and with a second by Councilmember Phillips the motion carried, and the meeting was adjourned at 7:49 pm.

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Steve Yarbrough, Mayor

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Lisa Stowe, Clerk/Treasurer

# CHECK REGISTER

City Of Gold Bar

Time: 11:30:25 Date: 05/15/2024

05/01/2024 To: 05/31/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
831	05/02/2024	Claims	7	37613	Debit Account Coastal Community Bank	2,263.58	
866	05/09/2024	Claims	7	37614	Debit Account Coastal Community Bank	2,355.76	
879	05/14/2024	Payroll	7	37615	Richard L Baker	200.00	
880	05/14/2024	Payroll	7	37616	Denise J Beaston	800.00	
881	05/14/2024	Payroll	7	37617	Timothy M Shiers	200.00	
884	05/21/2024	Claims	7	37618	AM Test, Inc.	40.00	
885	05/21/2024	Claims	7	37619	Amazon Capital Services	199.47	
886	05/21/2024	Claims	7	37620	Barmon Lumber	85.99	
887	05/21/2024	Claims	7	37621	Bay City Supply	750.61	
888	05/21/2024	Claims	7	37622	City Of Gold Bar	497.34	
889	05/21/2024	Claims	7	37623	Comcast Business	661.45	
890	05/21/2024	Claims	7	37624	Core & Main LP	143.60	
891	05/21/2024	Claims	7	37625	Daily Journal Of Commerce	790.50	
892	05/21/2024	Claims	7	E37626	Dept Of Revenue-Excise Tax	2,481.83	
893	05/21/2024	Claims	7	37627	Heidelberg Materials	92.68	
894	05/21/2024	Claims	7	37628	Lowe's Business Account	520.06	
895	05/21/2024	Claims	7	37629	Charles H Myers	381.70	April And Annual Dental
896	05/21/2024	Claims	7	37630	Monroe Parts House, Inc. NAPA	264.52	
897	05/21/2024	Claims	7	37631	Pacifica Law Group	81.00	
898	05/21/2024	Claims	7	37632	Puget Sound Energy	18.02	
899	05/21/2024	Claims	7	37633	Sno County District Court	375.06	
900	05/21/2024	Claims	7	37634	Sno County Human Svcs	170.13	
901	05/21/2024	Claims	7	37635	Sno County PUD	2,002.62	
902	05/21/2024	Claims	7	37636	Sno County Prosecuting Attorn	307.99	
903	05/21/2024	Claims	7	37637	Sno County Sheriff	41,022.83	May 2024
904	05/21/2024	Claims	7	37638	Sound Publishing	288.96	
905	05/21/2024	Claims	7	37639	Utilities Underground	6.63	
906	05/21/2024	Claims	7	37640	WA State Treasurer	1,442.70	
907	05/21/2024	Claims	7	37641	Waste Management	589.85	
908	05/21/2024	Claims	7	37642	Xerox Corporation	255.94	
909	05/21/2024	Claims	7	37643	Ziply Fiber	265.65	
910	05/21/2024	Claims	7	37644	Ziply Fiber	37.14	
911	05/21/2024	Claims	7	37645	Ziply Fiber	91.44	

001 General Government	46,627.49	
101 City Street	1,988.70	
302 General And Street Grants Fund	1,079.46	
401 Water Operating	7,172.10	
415 Stormwater Fund	1,374.60	
633 Agency Fund	1,442.70	
	59,685.05	Claims: 58,485.05
		Payroll: 1,200.00

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GOLD BAR AND  
STARTUP WATER DISTRICT FOR THE PROVISION OF  
WATER SYSTEM MANAGEMENT SUPPORT SERVICES**

This Agreement for the Provision of Water System Management Support Services (“Agreement”) is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Gold Bar, a Washington municipal corporation (“Gold Bar”), and Startup Water District, a Washington municipal corporation (“District”).

WHEREAS, the District desires to enter into an agreement with Gold Bar whereby Gold Bar will provide water system management support services to the District; and

WHEREAS, Gold Bar possesses the water system management support technical personnel and agrees to render technical support to the District; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for cooperation between and among public agencies.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is for Gold Bar to provide the District with water system management support services (“Services”).
2. **Term and Termination.** The term of this Agreement shall be for five (5) years commencing on June 1, 2024, and continuing through April 30, 2029. Thereafter, this Agreement may be renewed annually by mutual written consent of the parties. Each party has the right to terminate this Agreement at any time upon thirty (30) days written notice or with shorter notice by mutual consent.
3. **Notices.** All communications regarding the Agreement shall be sent to the parties addressed as follows:

Water Manager  
City of Gold Bar  
107 5<sup>th</sup> Street  
Gold Bar, WA 98251

Office Manager  
Startup Water District  
14310 367th Ave SE  
P.O. Box 114  
Startup, WA 98293

Written notices may be given by mail, overnight delivery, facsimile, email (with confirmation of transmission) or personal delivery. Notices given by mail shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

4. **Services.** Gold Bar will provide the District with the following described Services:

Routine Work

- 5 days per week
  - Read source meters

- Read reservoir levels
- Record reading on District computer
- Water quality monitoring
- Small locate requests
- Bi-Monthly
  - Read all residential and business electronic meters
    - Meter leak detection as needed or requested
    - End of month billing
  - Download all meter readings
- Monthly or Upon Request
  - Flush dead end lines monthly or when requested by District. Gold Bar shall perform the flushing in a timely manner when requested by the District.
  - Send bacteriological and nitrates testing to AmTest or other agreed provider of testing analysis.
  - Measure/add treatment chemicals
  - Attend Startup Water District Commission meeting
- Annually, and in cooperation with the District management team
  - Prepare water use efficiency report
  - Prepare water facilities inventory report
  - Consumer Confidence Report (CCR)
- State required work
  - Sanitary survey
  - PH testing
- Provide a Water Distribution Manager (WDM) with at least a WDM 1 certification, to serve as the responsible manager.
- The District may request Gold Bar to perform other miscellaneous items which are routine in nature.

Task Order Work. The District may also request Gold Bar to perform other work or services that are outside of the Routine work or services described above. In such cases, the work will require written approval via email from the District management team to Gold Bar prior to the work being performed, except in the event of emergencies. Examples of task order work include, but are not limited to, the following items:

- Repair and maintenance of the District water distribution system.
- Cross-connection control work by a qualified cross-connection control specialist.
- Perform water disconnects/connects monthly shut-offs for non-payment.
- Maintain vegetation throughout the distribution system, District well site and reservoir site.
- Large water locate request – One Call requests.

Startup System Telemetry Call Outs. The District's water system has telemetry that makes calls when there is an issue at the well site or reservoir. Gold Bar staff will be the first to receive a call from the District's telemetry system and it is understood that Gold Bar staff are authorized to respond to these call outs after notification of the District's water system manager. Notification by Gold Bar to the District's water system manager may be done by phone or text.

Use of Offender Work Crews. Gold Bar and the District acknowledge that Gold Bar may utilize offender work crews or inmate work programs to perform some of the unskilled labor services required under this Agreement. Gold Bar shall be responsible for ensuring that its use of any offender work crews or inmate work programs is done in accordance with Washington law. Gold

Bar shall be required to supervise any persons performing work under this Agreement that are part of an offender work crew or inmate program authorized under Washington law. Gold Bar and the District agree to review, evaluate and discuss the performance of any persons providing services under the Agreement that are part of an offender work crew or inmate work program on a quarterly basis. In addition, if there are any complaints or incidents involving a person working as part of an offender work crew or inmate work program, Gold Bar and the District shall meet in a timely manner to discuss the matter. The District reserves the right to request that Gold Bar not utilize offender work crews or inmate work programs to perform services under this Agreement at any time.

Anticipated Level of Work. Gold Bar will generally provide the District with an anticipated ten (10) hours per week of Services, including off-site work and travel time. Normal working hours are 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays, as scheduled by the District. Services described in this Agreement shall generally be provided during normal working hours.

5. **Communication During Emergency.** Gold Bar staff shall send an email to all three commissioners and the District Office Manager when emergency call outs occur.

6. **Responsibilities.** Gold Bar is not responsible for assuring that a request for work complies with applicable bidding laws. Both parties agree to comply with applicable Federal, State, and local laws and regulations.

7. **Compensation and Payment.** The District hereby agrees to pay Gold Bar for the work performed by Gold Bar and its workers and for the use of Gold Bar's equipment based on the labor and equipment rates listed on **Schedule A** attached hereto and incorporated herein by this reference. Any work that occurs outside of normal business hours described above shall be charged at time and a half of the applicable labor rates. Gold Bar and the District agree to evaluate on an annual basis whether the labor and equipment rates listed on **Schedule A** require an adjustment. Any changes or additions to the labor and equipment rates must be agreed to by the parties.

Gold Bar will only charge the current IRS mileage for use of the pickup truck. If Gold Bar needs to use City of Sultan equipment to perform services for the District, the District will reimburse Gold Bar at the applicable City of Sultan Schedule A equipment rates.

Gold Bar shall submit to the District an invoice or statement of the costs incurred in performance of the Services on a monthly basis. The District shall pay the invoice or statement within thirty (30) days after receipt. In the event of a dispute of any amount or item in the invoice or statement, the District shall pay the undisputed amounts and work with Gold Bar to resolve the billing discrepancy or dispute.

Gold Bar is granted purchasing authority of \$1,000.00 for emergency purchases necessary for the performance the Services under this Agreement. These purchases are to be made using Gold Bar's Pcards or accounts and the District agrees to reimburse Gold Bar for those costs. For emergency purchases that are greater than \$1,000.00 Gold Bar will be required to get approval from the District management team or Board of Commissioners prior to making any purchases for the District's benefit.

8. **Assignment.** It is understood and agreed between the parties to this Agreement that the rights and duties under this Agreement shall not be assigned, transferred, delegated or any portions subcontracted by either party without first obtaining written permission of the other party.

9. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the Mayor and the District Office Manager or Board President within thirty (30) days and, if unsuccessful, then the parties agree to submit the dispute to mediation using a mediator acceptable to both parties. The costs of mediator or mediation services shall be shared equally by the parties. However, each party shall be responsible for their own attorneys' fees and costs.

10. **Applicable Law and Jurisdiction.** This Agreement is governed by the laws of the State of Washington. Venue for any action relating to the interpretation or enforcement of this Agreement shall be solely in Snohomish County Superior Court. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

11. **Indemnification.**

11.1 Gold Bar shall hold harmless, indemnify and defend at its own expense, the District, its elected and appointed officials, officers, employees and agents from any loss or claim for damages arising out of, in connection with or incident to Gold Bar's performance of this Agreement, including claims by the District's employees or third parties, except for those losses or claims for damages caused by the negligence or willful misconduct of the District, its elected and appointed officials, employees or agents.

11.2 The District shall hold harmless, indemnify and defend at its own expense, Gold Bar, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of, in connection with or incident to the District's performance of this Agreement, including claims by Gold Bar's employees or third parties, except for those losses or claims for damages caused by the negligence or willful misconduct of Gold Bar, its elected and appointed officials, employees or agents.

11.3 The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11.4 In the event such claims are caused by or result from the concurrent negligence of Gold Bar or the District, or their respective officials, officers, employees, contractors or agents, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Gold Bar or the District, and provided further, that nothing herein shall require Gold Bar or the District to hold harmless or defend the other or its officials, officers, employees, contractors or agents from any claims arising from that party's sole negligence or that of its officials, officers, employees, contractors or agents.

11.5 It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.



12. **Insurance.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

13. **Employment Status.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. The water system manager(s) performing the Services and other Gold Bar staff shall remain employees of Gold Bar and shall not be employees of the District.

14. **Public Records.** The District acknowledges that it is a public agency subject to public records requests under state law. The District shall have responsibility for: (1) preservation of the District public records as required by state law; (2) responding on a timely basis to public records requests for District records as required by state law; and (3) putting into place means and methods for segregation of the District records from Gold Bar records.

The District is solely responsible for responding to requests made under the Public Records Act, Chapter 42.56 RCW for District records in compliance with state law; provided that, in the event that Gold Bar receives a public records request that is related to or includes a request for public records of the District, Gold Bar shall, within 2-business days after receipt of such a request, notify and provide a copy of the request to the District, by and through the City Clerk.

15. **Property.** No real or personal property is to be acquired jointly by the parties under this Agreement.

16. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

17. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

18. **Interpretation and Modification.** The respective captions of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. No provision of this Agreement, including this provision, may be amended, waived or modified except by written agreement signed by duly authorized representatives of the parties. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

19. **Filing.** Pursuant to RCW 39.34.040, upon the execution of this Agreement by both parties, Gold Bar shall file a copy of the executed Agreement with the Snohomish County Auditor or in the alternative, this Agreement may be listed by subject on the Gold Bar website or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

STARTUP WATER DISTRICT

CITY OF GOLD BAR

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By s/ Eric C. Frimodt 5-13-24

By \_\_\_\_\_

**CITY OF GOLD BAR, WASHINGTON  
ORDINANCE #776**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR  
MUNICIPAL CODE TITLE 17 RELATING TO ZONING**

**WHEREAS**, zoning codes set requirements for how the city regulates development; and

**WHEREAS**, zoning regulations need updating as development needs and requirements change; and

**WHEREAS**, short-term rentals are becoming more common and regulations must be updated to address those changes;

**NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS** that Zoning Chapter 17.16.035 relating to short-term rentals shall be amended as follows.

**Section I, Chapter 17.16.035**

**Section II, Severability**

**Section III, Effective Date**

**Section I, Chapter 17.16.035**

7. Other Standards. The short-term rental dwelling shall meet all applicable requirements of the zone in which it is located, including, but not limited to:

- a. Setbacks
- b. Maximum height.
- c. Lot coverage.
- d. All short-term rentals must be separated by two hundred fifty (250) feet from any other short-term rental. Measurement is from building to building.
- e. No short-term rental shall be permitted within the city limits when the existing percentage of short-term rentals is at, or above, six percent of the total housing stock permitted within the residential zoning districts. The six percent shall be defined by the assessor's data for residential dwellings in residential zoning districts within the city limits.

**Section II, Severability**

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

**Section III, Effective Date**

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_, Lisa Stowe, Clerk/Treasurer

Attest: \_\_\_\_\_, Steve Yarbrough, Mayor

First Reading: \_\_\_\_\_

Posted: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Passed: \_\_\_\_\_

# CONSULTANT AGREEMENT

<b>PROJECT TITLE</b>	<b>WORK DESCRIPTION</b>
<b>CONSULTANT</b>	<b>CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO.</b>

THIS AGREEMENT is entered into on \_\_\_\_\_ between the City of Gold Bar, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish contractual services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANT - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The scope of work shall provide a detailed listing of those tasks associated with \_\_\_\_\_ — Additional scopes of work for individual projects shall be added to this contract on a project by project basis and the text of this agreement shall supersede any conflicting provisions in such scopes of work or in any other projects performed by CONSULTANT for the CITY during the term of this agreement. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work specified in the scopes of work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. For some projects, the City and the CONSULTANT may agree to a work schedule in writing. In those instances, the CONSULTANT shall complete all work required by this agreement according to the schedule. A failure to complete the work to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The amount payable for the scope of work identified in Exhibit A and incorporated herein shall not exceed \_\_\_\_\_. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services rendered under this agreement as provided in the attached exhibits, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously

satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as extra work and shall be compensated at the rates specified in the attached exhibit(s).

5. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore, including timesheets. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. CONSULTANT shall provide copies of timesheets upon demand. Timesheets shall be maintained by all persons billing CITY for their services pursuant to this agreement.

6. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

7. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-consultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for, injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-consultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. Commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the consultant as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONSULTANT shall keep all records, including timesheets, related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Gold Bar Public Works Director shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Gold Bar Public Works Director.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the City of Gold Bar Mayor. The Mayor's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-consultant, or supplier because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

15. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.



16. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work

required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

17. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

18. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by Jaw, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

19. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF GOLD BAR:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST / AUTHENTICATED:

\_\_\_\_\_  
City Clerk - Treasurer

# CITY OF GOLD BAR ORCHARD AVE WATER MAIN REPLACEMENT

## SCOPE OF WORK

Based upon our understanding of the project requirements and discussions with you we have developed the following scope of services:

## PROJECT UNDERSTANDING

Atwell, LLC (“Atwell”) will provide engineering services for the City of Gold Bar’s Orchard Ave Water Main Replacement Project (“Project”) generally consisting of the design of water main improvements including fire hydrants, connections to existing water mains, water services, other appurtenances, and surface restoration. The Project includes replacing ±2,300 linear feet of existing water main along Orchard Ave from 3<sup>rd</sup> St to 10<sup>th</sup> St. See attached Project Overview for project area.

## PROJECT SCHEDULE

Atwell shall begin work immediately upon receipt of Notice to Proceed and proceed according to the following general schedule. Key dates are as follows:

Notice to Proceed .....	June 2024
Survey .....	Late June 2024
Preliminary Design Submittal .....	July 2024
City Review Complete.....	Late July 2024
Project Walk-Through.....	Late July 2024
75% Design Submittal .....	August 2024
City Review Complete.....	Late August 2024
Final Design Submittal.....	October 2024
Bidding & Award .....	Late February 2025
Construction .....	April/May 2025

### **TASK 001: PROJECT MANAGEMENT AND COORDINATION:**

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, and in-house quality assurance. Atwell will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials. Quality Assurance/Quality Control reviews will be completed at each submittal stage.

***Deliverables:*** Monthly Invoices

### **TASK 002: SURVEY AND BASE MAPPING:**

Survey and Mapping (SAM) will prepare base mapping for the Project. See attached for the scope of services.



### **TASK 003: PRELIMINARY DESIGN:**

Using the base maps prepared in Task 002, Atwell will prepare a Preliminary Design for the Project. The services under this task will include:

1. Attending an initial kick-off meeting with the City.
2. Preparing initial water main replacement design (plan view only) via a roll plot.
3. Preliminary Engineer's Estimate including quantities and a large contingency.
4. Design Memo outlining assumptions, questions, recommendations.
5. One site visit.

**Deliverables:** *Preliminary Roll Plot Plans (PDF)*  
*Engineer's Estimate (PDF)*  
*Design Memo (Word Doc)*

### **TASK 004: 75% DESIGN:**

Based on City comments from the Preliminary Design stage, Atwell will prepare a 75% Design for the Project. The services under this task will include:

6. Project walk-through with City staff after City review of the Preliminary Design submittal..
7. Plan sheets for the proposed improvements, including:
  - a. Sheets at 22"x34" with roughly an 18"x28" drawing area.
  - b. Drawing scale at 1"=20'.
  - c. Prepare plans sheets for the proposed water main improvements, showing layout and location of water main, hydrant locations and service locations.
  - d. Water main improvements shown in plan view per City standards (profile views will not be included in the design).
  - e. Preparing the Cover Sheet, General Notes, Sheet Index, Temporary Erosion and Sedimentation Control (TESC) notes and details as necessary.
  - f. Preliminary details shown, referencing the City's standard details and developing specialized details as necessary.
8. Incorporating City's preliminary comments into the contract documents.
9. 75% Specifications including the City's front end Contract Provisions, the City's boilerplate typical Special Provisions, and project-specific Special Provisions.
10. 75% Engineer's Estimate including quantities and a small contingency.
11. Design Memo outlining assumptions, questions, and recommendations.
12. Up to one additional site visit as needed.

**Deliverables:** *75% Plans (PDF)*  
*75% Specifications (PDF)*  
*75% Engineer's Estimate (PDF)*  
*Design Memo (Word Doc)*

### **TASK 005: FINAL DESIGN:**

Based on City comments from the 75% Design stage, Atwell will prepare a Final Design for the Project. The services under this task will include:

1. 75% Design comment review meeting with City staff.
2. Incorporating City's 75% Design comments into the contract documents.
3. Final Plans.
4. Final Specifications.
5. Final Engineer's Estimate.
6. Design Memo outlining assumptions, questions, and recommendations.
7. Up to one site visit as needed.

**Deliverables:** *Final Plans (PDF)*  
*Final Specifications (PDF)*  
*Final Engineer's Estimate (PDF)*  
*Design Memo (Word Doc)*

**TASK 006: BIDDING & AWARD SERVICES:**

Atwell will provide consultation services during the bidding process. Anticipated tasks include the following:

1. Upload Contract Documents to Builder's Exchange.
2. Address questions from prospective bidders and respond to design-oriented RFIs, if necessary.
3. Prepare and issue addenda to clarify the construction documents, if necessary.
4. Attend bid opening, prepare bid tabulations, review Contractor bids, and provide recommendations for award.
5. Generally assist the City during the bidding process as needed.

**Deliverables:** *Upload Bid Documents to Builder's Exchange*  
*Addenda, if necessary*  
*Bid Tabulations*  
*Recommendation of Award*

**TASK 007: UNASSIGNED SERVICES RESERVE:**

This task provides for unanticipated services deemed to be necessary during the course of the project that are not specifically identified in the scope of work tasks defined above but are related to the Orchard Ave Water Main replacement Project. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.

**CLARIFICATIONS**

**PROJECT UNDERSTANDINGS AND ASSUMPTIONS:**

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
  - a. Correspondence prior to the effective date of this Agreement.
2. The following items are not anticipated to be necessary and are not included in this proposal:
  - a. Structural, Environmental, Geotechnical, or Transportation Engineering Services.
  - b. Sanitary sewer main replacement/improvements.
  - c. Gas main relocation coordination.
  - d. Power relocation coordination (Client to coordinate).
  - e. Other dry utility relocation coordination.
  - f. Wall or rockery design above 4ft.
  - g. Traffic control plan design (Contractor to provide).
  - h. Potholing during design.
  - i. Flow control design.
  - j. Capacity analysis of existing stormwater conveyance system.
  - k. Environmental documentation/permits beyond what is included in the scope above.
  - l. Construction Administration, Staking, or Inspection Services (a separate fee proposal can be provided upon request).

3. Water meter, roof downspout, and side sewer sizing to be performed by others.
4. Standard Client review times will be 2-weeks, unless shown otherwise in a project schedule submitted to the Client.
5. Atwell will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
6. This scope of work anticipates a single construction package. If the project becomes split into separate packages, an additional fee estimate can be provided for those packages after the first complete construction documents.
7. Atwell employees will act as the Client's observer for construction activities. At no time will Atwell be responsible for the Contractor's actions, including but not limited to site safety, access, or cleanliness.
8. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES**.
9. Time and expense items are based on Atwell's current hourly rates.
10. These fees stated above are valid if accepted within 30 days of the date of the proposal.
11. Atwell reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
12. Atwell reserves the right to move funds between approved Tasks 001 – 006 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 006 is not exceeded. Client Project Manager will be notified if funds are shifted.
13. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
14. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
15. If the Client requests Atwell's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Atwell's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

**INFORMATION TO BE PROVIDED BY THE CLIENT:**

In preparing the proposal, it is understood the following be provided by the Client:

1. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.
2. Relevant City utility maps and as-builts



# City of Gold Bar

## Orchard Ave Water Main Replacement

Atwell Job Number: 24001575

Prepared By: Klynn Sasaki

Date: 5/14/2024

Checked By: Kai Pope

Task #	Base Tasks	Senior Project Manager	Project Manager	Engineer	Designer	Total Hours	Total Fee	Fee Type
		\$255/hr Hours	\$240/hr Hours	\$212/hr Hours	\$212/hr Hours			
001	Project Management and Coordination	20	42	0	0	62	\$15,180	Not to Exceed
002	Survey Services	2	6	-	-	8	\$34,730	Fixed Fee
003	Preliminary Design	2	12	38	32	84	\$18,230	Not to Exceed
004	75% Design	14	36	82	60	192	\$42,310	Not to Exceed
005	Final Design	8	17	50	32	107	\$23,500	Not to Exceed
006	Bidding & Award Services	2	10	18	0	30	\$6,730	Not to Exceed
007	Management Reserve						\$5,000	Not to Exceed
	Expenses						\$3,000	Not to Exceed
	Total Hours	48	123	188	124	483		
	Atwell Personnel	\$12,240	\$29,520	\$39,856	\$26,288		\$148,680	

<b>001 Project Management and Coordination</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>	<b>\$212/hr</b>	<b>\$212/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Monthly Invoices	2	10				12
2	General Project Coordination	2	16				18
3	QA/QC	8	4				12
4	Meetings	8	12				20
	Total Hours	20	42	0	0		62
	Total Fee	\$5,100	\$10,080	\$0	\$0		\$15,180

<b>002 Survey Services</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Total Cost (SAM)</b>	<b>Atwell Markup</b>	<b>Total Hours</b>	<b>Total</b>
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>		<b>15%</b>		
1	Survey (See Attached)			\$28,500	\$4,275		
2	Coordination	2	6			8	
	Total Hours	2	6	-	-	8	
	Total Fee	\$510	\$1,440	\$28,500	\$4,275		\$34,730

<b>003 Preliminary Design</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>	<b>\$212/hr</b>	<b>\$212/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Initial Kick-Off Meeting w/ City	2	2	4		8	
2	Preliminary Roll Plot Plans		4	12	32	48	
3	Preliminary Engineer's Estimate		4	12		16	
4	Design Memo		2	2		4	
5	Site Visit			8		8	
	Total Hours	2	12	38	32	84	
	Total Fee	\$510	\$2,880	\$8,056	\$6,784		\$18,230

<b>004 75% Design</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>	<b>\$212/hr</b>	<b>\$212/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Review Meeting	2	2	4		8	
2	Project Walk-Through w/ City	6	6	6		18	
3	75% Plans	2	12	24	60	98	
4	75% Engineer's Estimate	2	6	12		20	
5	75% Specifications	2	8	24		34	
6	Design Memo		2	4		6	
7	Site Visit			8		8	
	Total Hours	14	36	82	60	192	
	Total Fee	\$3,570	\$8,640	\$17,384	\$12,720		\$42,310

<b>005 Final Design</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>	<b>\$212/hr</b>	<b>\$212/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Review Meeting	2	2	4		8	
2	Final Plans	2	6	16	32	56	
3	Final Engineer's Estimate	2	4	8		14	
4	Final Specifications	2	4	12		18	
5	Design Memo		1	2		3	
6	Site Visit			8		8	
	Total Hours	8	17	50	32	107	
	Total Fee	\$2,040	\$4,080	\$10,600	\$6,784		\$23,500



<b>006 Bidding &amp; Award Services</b>		<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Engineer</b>	<b>Designer</b>	<b>Total Hours</b>
<b>Item #</b>	<b>Description</b>	<b>\$255/hr</b>	<b>\$240/hr</b>	<b>\$212/hr</b>	<b>\$212/hr</b>	
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	
1	BXWA Posting			4		4
2	Address Bidder Questions		2			2
3	Prepare and Issue Addenda (if necessary)		2	2		4
4	Attend Bid Opening and Prepare Bid Tabulations		4	4		8
5	Review Contractor Bids and Recommend Award		2	8		10
6	General Consultation	2				2
Total Hours		2	10	18	0	30
Total Fee		\$510	\$2,400	\$3,816	\$0	\$6,730

<b>007 Management Reserve</b>		<b>Total Cost</b>	<b>Total</b>
<b>Item #</b>	<b>Description</b>		
1	Unassigned Services Reserve	\$5,000	
Total Fee		\$5,000	\$5,000

**EXHIBIT A**  
**City of Gold Bar – Orchard Ave - Survey Scope and Fee**

**Scope of Work – Additional Services**

The Project area generally includes Roadway and Water Main improvements at the following site:

- Orchard Ave from the intersection with 3<sup>rd</sup> Street, southeast to the intersection with 10<sup>th</sup> St. (approx. 2,500 lf). **\*\*Mapping Limits Shown Below\*\***

**Task 001– SURVEY & BASE MAPPING..... Fixed Fee: \$28,500**

Surveying and Mapping (SAM) will prepare base mapping for the overlay areas specified in the Project Description above. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.
- Establish right-of-ways and roadway centerlines within above-described area as available from recorded plats and public records further compared to the Snohomish County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 500' of route mapping.
- Coordinate and hire as a subcontractor Applied Professional Services (APS) to provide utility locate services for underground utilities including: power, gas, cable, fiber optics and telecommunications. The cost of which (\$4,000) is included herein.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 1' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

***Deliverables:*** AutoCAD 2022 drawing file with point database and dtm files

***Underlying Assumptions:*** The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity.