



**CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 9, 2025 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Swearing-in of Police Sergeant David Allen
[Oath Police Sgt David Allen.docx](#)

Public Comment

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

- 1. May 5, 2025, City Council Work Session Minutes
[WS 05052025.docx](#)
- 2. May 12, 2025, City Council Meeting Minutes
[CC 05122025.docx](#)

Consent

- 3. May 21, 2025, Claims in the Amount of \$2,095,925.74 Paid by EFT Transactions and Check Numbers 177828 through 177942 with Check Numbers 165820, 165997,

16599, 166812, 166924, 168663, 16191, and 173787 Voided
[052125.rtf](#)

4. May 23, 2025 Payroll in the Amount of \$2,016,586.61 Paid by EFT Transactions and Check Numbers 35696 through 35717
5. May 28, 2025, Claims in the Amount of \$1,396,893.77 Paid by EFT Transactions and check Numbers 177943 through 178080 with Check Numbers 141516, 163974, 165207, 167546, 169553, 169818, 175411, 176910, and 177926 Voided
[052825.rtf](#)
6. May 29, 2025, Claims in the Amount of \$58,610.00 Paid by Check Number 17808
[052925.rtf](#)

Review Bids

7. Contract Award - Riverwalk Phase 1 Fill Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Riverwalk Phase 1 Fill Project contract with Reece Construction Company.
[PW Contract.pdf](#)
[Certified Bid Tab.pdf](#)
8. Contract Award – Mother Nature’s Window
Recommended Motion: I move to authorize the Mayor to sign and execute the Mother Nature’s Window, Phase 1 of the Park Restoration contract with Matia Contractors, Inc.
[P1503_Draft Contract_Matia.pdf](#)
[P1503_MNWP_Bid Tab.pdf](#)

Public Hearings

New Business

9. Interlocal Agreement with Marysville School District for School Resource Officers
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Marysville School District.
[MPD and MSD Interlocal for 2025-2026.pdf](#)
10. Interlocal with the Snohomish Regional Drug Task Force and the Marysville Police Department.
Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Snohomish Regional Drug Task Force.
[2025 SRDTF ILA.pdf](#)
11. Purchase Order - 2026 Peterbilt 548 Cab/Chassis & Loader Body for Asphalt Patch Truck
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order for a 2026 Peterbilt 548 Cab/Chassis and Loader Body in the amount of \$330,563.39 plus applicable sales tax, licensing and registration.
[PO Binder - 2026 Peterbilt 548.pdf](#)

12. Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project
[Perteet Supplemental No.7.pdf](#)
[Original Contract for Reference.pdf](#)
13. Local Agency Agreement and Project Prospectus with WSDOT for the Marysville Middle School - 49th Dr NE (south of Grove St) Safe Routes to School Project
Recommended Motion: I move to authorize to sign and execute the Local Agency Agreement and Project Prospectus with WSDOT.
[LAA & Prospectus.pdf](#)

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: June 9, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: **Presentations**

SUBJECT: Swearing-in of Police Sergeant David Allen

SUGGESTED ACTION:

SUMMARY: Police Officer David Allen has been promoted to Sergeant.
We ask that Mayor Nehring swear him in.

ATTACHMENTS:
[Oath Police Sgt David Allen.docx](#)



MARYSVILLE POLICE DEPARTMENT
An Accredited Agency
ERIK SCAIRPON, CHIEF OF POLICE



**POLICE SERGEANT
OATH OF OFFICE**

MARYSVILLE POLICE DEPARTMENT

**I, DAVID ALLEN, DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE
CONSTITUTION OF THE UNITED STATES OF AMERICA; THE LAWS OF
THE STATE OF WASHINGTON; AND THE ORDINANCES OF THE CITY OF
MARYSVILLE; AND THAT I WILL FAITHFULLY, HONESTLY, AND
IMPARTIALLY PERFORM THE DUTIES OF POLICE SERGEANT FOR THE
CITY OF MARYSVILLE, ACCORDING TO THE BEST OF MY ABILITY, SO
HELP ME GOD.**

SIGNED THIS 9TH DAY OF JUNE, 2025

**DAVID ALLEN
POLICE SERGEANT**

**ERIK SCAIRPON
CHIEF OF POLICE**

**JON NEHRING
MAYOR**

**TINA BROCK
CITY CLERK**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: May 5, 2025, City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 05052025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Work Session

Minutes

May 5, 2025

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

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

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Parks & Rec Director Tara Mizell, Chief Erik Scairpon, Interim Community Development Director Jeff Wilson, Finance Director Jennifer Ferrer-Santa Ines, Communications Manager Connie Mennie, Principal Planner Angela Gemmer, IT Director Stephen Doherty, Engineering Services Director Jeff Laycock, Cedarcrest General Manager Brandon Dale, I.S. Analyst Elliot Jacobson

Approval of the Agenda

Mayor Nehring noted staff is asking to remove the drone presentation tonight. Also, Stephanie Wright will try to be here in person for her presentation next week.

Motion to approve the Agenda without item A or item 3 moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Strategies 360 Legislative Update

This item was removed from the agenda.

B. Update on Cedarcrest Golf Course

2024 Cedarcrest Annual Report.pdf

Brandon Dale, General Manager of Cedarcrest Golf Course, gave an update on the golf course. He reported that 2024 was a record breaking year that proved its potential for growth. He reviewed ways they created revenue in the winter as well as community engagement and player development activities. He discussed the importance of club culture and course operations excellence. Mayor Nehring thanked the Council for investing in the golf course over the last few budgets. Things are going much better down there. Mr. Dale reviewed weather challenges and course resilience. He announced that Premier recognized Cedarcrest as Course of the Year and him as Manager of the Year across all Premier courses. He gave an update on 2025 junior golf camps, tournament schedule, He summarized that 2024 was a great year, and 2025 looks bright. He thanked Tara Mizell and all the people that support the course. He responded to questions about the cross country program, the pro shop, and irrigation grids.

Councilmembers thanked Mr. Dale for the great report on the success of the golf course. Mayor Nehring thanked Mr. Dale for his leadership. Mike Fosnick from Premier (online) concurred that it was a great year. He commended Mr. Dale's leadership and his team's great work at the golf course. He thanked the City Council and Director Mizell for their support of golf in Marysville.

Discussion Items

1. Middle Housing - Major Policy Direction Discussion

Memo Middle Housing - Major Policy Direction Discussion

Principal Planner Angela Gemmer made a presentation on middle housing. She discussed the proposed timeline for code amendments, major middle housing requirements, middle housing types, and previous discussion with Council on this topic. She reiterated Council's direction about minimizing impacts of middle housing on residential areas without compromising the City's residential land capacity. She reviewed the most intensive, worse case scenarios for plats and PRDs. She noted that there will not be many situations where those could be achieved because of the circumstances on existing lots.

Discussion items:

Item 1 Discussion: Among the following four potential approaches to density, which is preferred?

- *Option 1 - retain existing single family lot sizes*
- *Option 2 - larger lot sizes in existing single family zones with increased density in multifamily zones*
- *Option 3 - moderate increase in PRD lot size and small increase in standard lot size*
- *Option 4 - moderate increase in PRD lot size and moderate increase in standard lot size*

She reviewed proposed lot sizes, changes to existing code, and implications for land capacity, pros, and cons of each option.

Councilmember King asked about triplexes and fourplexes. Ms. Gemmer explained when these would be an option. Councilmember King asked how detention ponds factor into these. Ms. Gemmer explained it would be the same as it is today.

Councilmember Condyles asked what does and does not encourage workforce/encourage housing. Ms. Gemmer explained it has to do with income tiers. Rental housing opportunities and multifamily/townhouse options provide more opportunities for workforce/affordable housing. Councilmember Condyles commented that he is leaning towards Option 3 because of his priorities of increasing capacity and being in alignment with state regulations.

Councilmember Norton asked if a fourplex could feasibly be placed on a 6000-sf lot under certain circumstances. Ms. Gemmer replied that it is possible, but they would be very small units. Councilmember Norton was curious about the impacts of making lots bigger and if they would be incentivizing larger developments. She asked about the potential difference in impacts between Options 3 and 4. Ms. Gemmer explained that Option 4 could potentially have a very slight capacity shortfall.

Councilmember Muller commented that development costs are pretty consistent regardless of how big the lot is. When they increase the lot size, they decrease the lot yield, and the developer has to spread out the costs. He thinks the impact would be that single family housing costs are increased or deterred altogether. He also referred to townhome developments in Mill Creek and Seattle as examples of what they are likely to see. He would like to see more modeling before they make a decision on this.

He also referred to HB 1337 that deals with single family homes with one attached ADU and a DADU. This would essentially allow three units on one lot. He wondered how this fits into all this. Ms. Gemmer explained the accessory dwelling bill mandates that the ADU and DADU would be required to be allowed if the lot is big enough. She noted that they provided a very high level analysis of the potential impacts of the options based on what they have seen over the past decade. She is confident that it is comparable to or

superior to the density analysis provided by Snohomish County Buildable Lands. Councilmember Muller said he was wondering more about the marketability of the different options. Ms. Gemmer agreed that this is important and also very hard to predict.

Councilmember Richards commented that he likes Option 3 or 4 because it will keep Olympia the happiest and will also get the City what it needs. He wondered about a modification of Option 3 with a standard subdivision at 5250 and the PRD at 4750.

Councilmember James spoke in support of Option 3. He commented on the interaction between the next topic (unit lot subdivision) and this. He asked about what public safety considerations have been explored for increased density like this. Ms. Gemmer replied that there is a per capita carry forward in the Comprehensive Plan related to growth allocations. There is a per capita amount of service for things like police and fire.

Council President Stevens was interested in Councilmember Richard's modification of Option 3. He commented on the importance of expressing to Community Transit how much of a miss it is that the BRT alignment stops short of crossing the freeway into Lakewood for the retail and residential density that is already there.

Mayor Nehring summarized that there seems to be a leaning of the Council toward Option 3 with a possibility of a mix between 3 and 4. He asked Ms. Gemmer to stress to the public in the open house that this is driven by the House Bills and not something conjured up by the City Council. He commended Ms. Gemmer on the excellent presentation. Ms. Gemmer recognized Director Laycock and City Administrator Stapleton for their work on this.

Item 2 Discussion: Should SFRs be prohibited in the higher density multifamily zones?

She explained that currently multifamily zones allow maximum flexibility. Allowing SFRs in multifamily zones undermines residential land capacity, limits workforce/affordable housing, misses the opportunity to leverage amenities, and creates disjointed development. Staff is recommending prohibiting single family in R-18 and R-28 zones. Actual density in some zones is less than capacity allocation. Staff also looked at minimum densities but prefers this option.

Councilmember Richards thought it would be helpful to see a map but he was fine with the staff recommendation.

Councilmember King asked if realtors have weighed in on this. Ms. Gemmer said they haven't reached out to them specifically, but thought there was a general interest by realtors in preserving single family density and capitalizing on middle housing, especially accessory dwelling units.

Councilmember Condyles asked for an estimate of how much land there is left that could be developed. Ms. Gemmer estimated but noted actual numbers are in the

Comprehensive Plan appendix. He also asked about expansions to non-conforming uses. Ms. Gemmer reviewed existing regulations related to non-conforming uses. He stated he was fine with the staff recommendation.

Council President Stevens said he was generally in agreement with the staff's recommendation. Councilmembers James and Muller concurred.

Item 3 Discussion: Should the City use the provisions in HB 1110 allowing the exclusion of up to 25% lots primarily dedicated to single family detached housing units from the middle housing requirements?

She reviewed criteria that this could not apply to areas at higher risk of displacement or areas where it would have a discriminatory effect or if 1/2 mile of major transit stop. If exclusion of 25% is desired, potential criteria could include access or railroad constraints, critical areas or floodplains, no sewer or poor water pressure, flooding or water quality issues, or areas with S-4.5 zoning. She responded to a question about impacts to capacity.

Councilmember Norton spoke in favor of this for those that don't have secondary access or railroad constraints.

Councilmember Muller thought this was a good idea for the area of constraints. He noted that sewer would be self-limiting. He asked if 1337 would still apply. Ms. Gemmer explained they would because they are separate statutes.

Councilmember Condyles liked the idea of doing this based on access. Clarification questions and answers followed.

Councilmember Muller said he wasn't too worried about developed properties because he thinks 1337 will impact those anyway. He wondered about applying this to 25% to undeveloped land capacity, especially along corridors. Ms. Gemmer thought there might be some legal challenges and land capacity issues with that.

Council President Stevens asked if the 25% applies to current lots or potential lots. Ms. Gemmer and Director Wilson thought it meant existing lots. Council President Stevens thought this was a tool that they could use.

Item 4 Discussion: What density should Master Planned Senior Communities be in Neighborhood Residential zone? Should a Conditional Use Permit continue to be required in the multifamily zones? Would City Council prefer to see the current level of density (about 8 du/net acre) maintained, match the middle housing allowance, or increased moderately to encourage senior housing (maybe 10-12 units per acre).

Clarification questions followed about age restrictions, other regulations, demand for senior communities, state regulations related to these, staff's recommendation for moderate increase.

Councilmember Richards spoke in support of increasing density.

Councilmember Stevens wondered why adjacent communities are seeing more of these. He asked if staff has an idea of why this might be. Ms. Gemmer explained some had specific criteria that didn't fit.

Councilmember Condyles asked if there have been any applicants that wanted to do a denser project. Ms. Gemmer did not recall any. He spoke in support of the increase in density in single family zones and the removal of the CUP requirement in multifamily zones.

2. Unit Lot Subdivisions - Policy Discussion

Memo Unit Lot Subdivisions - Policy Discussion

Ms. Gemmer made a presentation regarding unit lot subdivisions as it relates to new and anticipated state law. She reviewed examples of various types of unit lot subdivisions and state standards related to dimensional standards, common areas, parking, utilities, and review. She summarized opportunities and challenges with unit lot subdivisions.

Policy Direction: How many lots should be allowed in unit lot subdivisions at this time?

- *Option A - nine lots as required by state law*
- *Option B - moderately higher number of lots*
- *Option C - no cap on the number of lots*

Staff is recommending Option A.

Councilmember Condyles expressed frustration that they are creating a generation of renters. He thinks they should look at more than nine units because Marysville is already behind the curve on this because it offers ownership opportunities. He doesn't think it will encourage that much more density but there will be a benefit to the ownership opportunities. It's also coming in 2027, so they might as well just adopt it now. He recommends Option B with 20 units.

Councilmember Muller agreed that the density is coming regardless, and this would benefit homeowners.

Council President Stevens agreed with previous comments regarding Option B. He is a little concerned about things like access. Ms. Gemmer agreed and summarized a few issues they need to troubleshoot. Council President Stevens agreed with the desire to create opportunities for home ownership.

Councilmember James spoke in support of Option B.

3. Drones

Removed from agenda.

Mayor's Business

Mayor Nehring:

- He saw the Chicago performance by the high school students. It was amazing.
- He spoke at the Rotary Breakfast.
- He attended the fishing derby which was packed.
- There was a press conference last week for Sno911 which starts tomorrow.
- There will be two Government Affairs meetings on Thursday.
- He gave an update on state legislative results.

Staff Business

None

Call on Councilmembers and Committee Reports

Peter Condyles:

- The business summit at the Opera House last week was very well attended.
- 64th is looking great going up the hill.
- The Historical Society had a cleanup day at the Gail home last week. It will be open Memorial Day to Labor Day.
- Thanks to Principal Planner Gemmer for all her work.
- Happy Birthday to Councilmember King.

Mark James:

- Happy Birthday to Tom King
- Thanks to Angela. Her presentation was very thorough.
- The Marysville Business expo on Thursday was great.
- The Rotary dictionary handout to 3rd graders was completed.

Tom King:

- Last Wednesday he attended the free senior citizen lunch at the senior center.
- Saturday they took the Strawberry Festival float over to Wenatchee. It was a great event and great weather.
- He had someone ask about limiting the time that memorials are out on the street. Mayor Nehring explained there is no ordinance, but they have talked with some people who voluntarily shrunk it.

Michael Stevens:

- Great report on the golf course.

- Thanks to Angela for all the great information.
- He reported on the Economic Development meeting tonight.

Kelly Richards:

- Thanks to Angela for the great information.
- Thanks to Parks for the golf update.
- He attended the RAT ceremony last week. This is a great program for youth to get into the trades.
- Happy Cinco de Mayo.
- Happy Birthday to Tom King.
- He agrees they should probably look at some regulations related to memorials.
- Filing opened today. Good luck to all the candidates running.

Steve Muller:

- He reported on bad weather they are having on the east coast.
- He agreed that the RAT program ceremony was incredible.

Kamille Norton:

- She enjoyed the business summit last week. Thanks to everyone involved in putting that on.
- Thanks to Angela for the great information and the important discussion.
- Happy Birthday to Tom King.

Adjournment

Motion to adjourn moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

The meeting adjourned at 9:16 p.m.

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: May 12, 2025, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 05122025.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting Minutes

May 12, 2025

Call to Order

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

Invocation

Kinder Smoots of Eagles Wings disAbility Ministries gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present: Mayor Nehring

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

Staff: City Attorney Jon Walker, City Administrator Jennifer Stapleton, Finance Director Jennifer Ferrer-Santa Ines, Community Development Director Jeff Wilson, Communications Manager Connie Mennie, I.S. Analyst Elliot Jacobson, Engineering Services Director Jeff Laycock, IT Director Stephen Doherty

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Condyles.

AYES: ALL

Presentations

A. Strategies 360 Legislative Update

Stephanie Wright from Strategies 360 gave a legislative update. She discussed new representatives, budget issues, and reviewed the status of Marysville's projects. The wins for Marysville were the \$5 million move from the Grove Street project over to the 156th Street overpass and the half million dollars that was awarded to the Bayview Trail project. The roundabout at 92nd and Highway 9 and the 88th Street project did not get funding this year because no new projects were approved this year. She commended the Mayor and Council for their clear and consistent advocacy which has helped them be successful. She discussed what will be happening in the off-season. The Mayor and Council thanked her for the work she does on behalf of Marysville.

B. Proclamation Declaring May 11-17, 2025, as Police Week and May 15, 2025, as Law Enforcement Memorial Day in the City of Marysville

PROCLAMATION Police Week 2025.pdf

Mayor Nehring read the proclamation into the record.

C. Proclamation Declaring May 18-24, 2025, National Public Works Week in Marysville

PROCLAMATION National Public Works Week 2025.pdf

Mayor Nehring read the proclamation into the record.

D. Proclamation Declaring May 18-24, 2025, Emergency Medical Services Week in Marysville

PROCLAMATION Emergency Medical Services Week 2025.pdf

Mayor Nehring read the proclamation into the record.

Public Comment

Maria, 98270, and her boyfriend, Costa, spoke as first time homeowners in Marysville. They expressed concern about the home directly to the left of them which is completely neglected by the owner resulting in overgrown weeds, decay and vermin. They also expressed concern that squatters might take advantage of the situation. This has been an ongoing issue for years. Mayor Nehring thanked her for the comments and indicated code enforcement is getting involved in the situation. There was some discussion about the situation and what the homeowners and neighbors can do.

Mark Henderson, 98271, reported on a previous home invasion, suspected poisoning, and related health concerns. Mayor Nehring encouraged him to report this to the police. Mr. Henderson reviewed interactions he has had with the police and dissatisfaction with

those interactions. He is concerned about his safety and would like help with an investigation.

David Russell, 98270, urged the City to continue the tradition of supporting multicultural, diversity, and tolerance that makes Marysville what it is.

Approval of Minutes

Consent

1. [April 23, 2025, Claims in the Amount of \\$2,180,671.31 Paid by EFT Transactions and Check Numbers 177266 through 177415](#)

[042325.rtf](#)

2. April 25, 2025 Payroll in the Amount of \$2,021,426.96 Paid by EFT Transactions and Check Numbers 35646 through 35667
3. April 30, 2025, Claims in the Amount of \$635,529.08 Paid by EFT Transactions and Check Numbers 177416 through 177526

[043025.rtf](#)

Motion to approve the Consent Agenda moved by Council President Stevens seconded by Councilmember Condyles.

AYES: ALL

Review Bids

Public Hearings

New Business

4. [Subaward Between the Tulalip Tribes of Washington and the City of Marysville to Implement Portions of the Tulalip Fish Passage Collaborative Project](#)

[Final - Subaward Marysville.pdf](#)

Director Laycock reviewed this item and responded to clarification questions.

Motion to authorize the Mayor to sign and execute the Subaward with the Tulalip Tribes of Washington moved by Councilmember Muller seconded by Councilmember Norton.

AYES: ALL

Legal

Mayor's Business

5. Consider Confirming Mark Seely to the Parks, Culture and Recreation Advisory Board

Appointment to Parks Board - Mark Seely.doc

Motion to confirm the appointment of Mark Seely to the Parks, Culture and Recreation Advisory Board moved by Councilmember Richards seconded by Council President Stevens.

AYES: ALL

Other Mayor's Business:

- Mayor Nehring reported that there were some good Government Affairs meeting last week with Tulalip and the Marysville School District.

Staff Business

None

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He reported on the Alliance for Housing Affordability meeting last week.
- The Marysville Police Foundation golf tournament was held last weekend which was a great time and raised money for a good cause.

Councilmember James:

- He reported on the Government Affairs meetings last week.
- The golf tournament last Friday was a success.

Councilmember King:

- Thanks to Police, EMS, and Public Works.
- He reported on Government Affairs meetings.
- There was a planning meeting last week for Strawberry Festival. Thanks to the City.
- He attended a land use public input meeting at the library on HB 1110.

Council President Stevens said he was also at the middle housing open house at the library. There is another one scheduled for June 2. He encouraged councilmembers to attend.

Councilmember Richards had no comments.

Councilmember Muller said he thought the Government Affairs meetings went really well and were very productive.

Councilmember Norton also extended thanks to Police, EMS, and Public Works for the great and critical work they do for the community.

Adjournment

Motion to adjourn the meeting at 7:47 p.m. moved by Councilmember James seconded by Councilmember King.

AYES: ALL

Approved this _____ day of _____, 2025



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 21, 2025, Claims in the Amount of \$2,095,925.74 Paid by EFT Transactions and Check Numbers 177828 through 177942 with Check Numbers 165820, 165997, 16599, 166812, 166924, 168663, 16191, and 173787 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[052125.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/21/2025 TO 5/21/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177828	REVENUE, DEPT OF	EXCISE TAXES APRIL 2025	CITY CLERK	0.64
	REVENUE, DEPT OF		WATER/SEWER OPERATION	2.23
	REVENUE, DEPT OF		RECREATION SERVICES	3.43
	REVENUE, DEPT OF		POLICE ADMINISTRATION	34.71
	REVENUE, DEPT OF		GENERAL FUND	393.58
	REVENUE, DEPT OF		ER&R	519.80
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,011.22
	REVENUE, DEPT OF		STORM DRAINAGE	10,446.71
	REVENUE, DEPT OF		GOLF COURSE	19,978.76
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	38,621.07
	REVENUE, DEPT OF		UTIL ADMIN	85,186.28
177829	PREMERA BLUE CROSS	CLAIMS PAID 4/27 TO 4/30/25	MEDICAL CLAIMS	33,382.93
	PREMERA BLUE CROSS	CLAIMS PAID 5/1 TO 5/3/25	MEDICAL CLAIMS	76,381.89
177830	PREMERA BLUE CROSS	CLAIMS PAID 5/4 TO 5/10/25	MEDICAL CLAIMS	112,277.82
177831	LICENSING, DEPT OF	DRIVING ABSTRACT - MORGAN	PERSONNEL ADMINISTRATION	15.00
177832	LICENSING, DEPT OF	DRIVING ABSTRACT - GELOW	PERSONNEL ADMINISTRATION	15.00
177833	BENEFIT COORDINATORS	JUNE 2025 PREMIUMS	MEDICAL CLAIMS	176,823.33
177834	FIRST AMERICAN TITLE	CLOSING FUNDS	GMA - STREET	500.00
	FIRST AMERICAN TITLE		GMA - STREET	29,466.46
177835	ALEXANDER PRINTING	PRINTER SERVICE	OFFICE OPERATIONS	100.55
177836	ANALYTICAL SERVICES	LAB ANALYSIS	WATER QUAL TREATMENT	906.00
177837	ARROW CONSTRUCTION	STRAWBERRY THERMO	TRAFFIC CONTROL DEVICES	5,199.67
177838	BICKFORD FORD	VEHICLE PURCHASE - J081	EQUIPMENT RENTAL	85,449.68
177839	BILLING DOCUMENT SPE	BIL PRINTING SERVICE	UTILITY BILLING	2,490.99
177840	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
177841	CARSON-BLAKESLEY, VET	INSTRUCTOR PAYMENT	OPERA HOUSE	300.00
177842	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	20,124.13
	CASCADE COLUMBIA		WASTE WATER TREATMENT	20,290.42
177843	CATHOLIC COMMUNITY	SALARIES, WAGES, BENEFITS	COMMUNITY	516.15
177844	CENTRAL WELDING SUPP	FALL PROTECTION HARNESS	FACILITY MAINTENANCE	100.37
	CENTRAL WELDING SUPP		STORM DRAINAGE	100.37
	CENTRAL WELDING SUPP		TRANSPORTATION	143.31
	CENTRAL WELDING SUPP	FIRST AID KIT	PARK & RECREATION FAC	217.71
	CENTRAL WELDING SUPP	FALL PROTECTION HARNESES	WASTE WATER TREATMENT	359.71
177845	CHARM-TEX, INC.	JAIL SUPPLIES	DETENTION & CORRECTION	279.70
177846	CHRISTIANSON, MARIA	CONSERVATION REBATE	UTIL ADMIN	50.00
177847	CIMCO-GC SYSTEMS	RESERVOIR CONTROL VALVE REPAIR	WATER DIST MAINS	6,584.23
177848	CLEAN CUT TREE & STU	HAZARD TREE REMOVAL	PARK & RECREATION FAC	656.40
	CLEAN CUT TREE & STU		PARK & RECREATION FAC	2,188.00
177849	CML SECURITY, LLC	EVIDENCE CAMERA REPLACEMENT	POLICE PATROL	2,216.56
177850	CODE PUBLISHING	MUNICIPAL CODE	CITY CLERK	205.68
177851	COOP SUPPLY	COMPOST, TOPSOIL	WATER RESERVOIRS	28.40
	COOP SUPPLY	HOSE, WATER TIMER	WATER RESERVOIRS	119.21
177852	CORE & MAIN LP	METERS	METER READING	19,692.00
177853	CRIMINAL JUSTICE	TRAINING	POLICE TRAINING-FIREARMS	300.00
	CRIMINAL JUSTICE	TRAINING - SIMPSON	POLICE TRAINING-FIREARMS	2,856.00
177854	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	100.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	106.06
	CRYSTAL SPRINGS		POLICE PATROL	200.00
	CRYSTAL SPRINGS		POLICE INVESTIGATION	200.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	200.00
177855	DAILY JOURNAL OF COM	ADVERTISING	UTILITY CONSTRUCTION	646.60

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/21/2025 TO 5/21/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177856	DICKS TOWING	TOWING 25-25305	POLICE PATROL	77.54
	DICKS TOWING	TOWING 9J2M239	POLICE PATROL	77.54
	DICKS TOWING	TOWING - CONEX DELIVERY	PARK & RECREATION FAC	837.40
177857	E&E LUMBER	CREDIT FOR INV 18858	SOURCE OF SUPPLY	-38.42
	E&E LUMBER	BALL VALVE, FASTENERS	PARK & RECREATION FAC	16.95
	E&E LUMBER	GASKET	UTIL ADMIN	21.83
	E&E LUMBER	FASTENERS, FEE	WATER RESERVOIRS	39.90
	E&E LUMBER	WOOD SEAT, SCREW BUMPER SET	PARK & RECREATION FAC	41.13
	E&E LUMBER	CORNER BRACE	WATER RESERVOIRS	67.14
	E&E LUMBER	SCREEN HOUSE REPAIR	SOURCE OF SUPPLY	329.04
177858	ENTERPRISE FM TRUST	LEASE CHARGE	EQUIPMENT RENTAL	20,683.11
177859	ENTERPRISE RENTAL	CAR RENTAL	POLICE INVESTIGATION	312.88
177860	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
177861	EWING IRRIGATION	TREE TIE, SOAKER, STAKES	WATER RESERVOIRS	164.65
177862	FOX, CASSIE	INSTRUCTOR PAYMENT	RECREATION SERVICES	345.60
177863	GENT, ROBERT VAN	APPRAISAL	GMA - STREET	450.00
177864	GOSSETT, SHAWNA	REIMBURSEMENT - TRIP FARE	COMMUNITY	84.84
177865	GRAINGER	SAFETY CABINET	POLICE PATROL	1,792.55
177866	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	6,433.56
177867	HERRERA ENVIRO		GMA-PARKS	31,211.61
177868	HOMAGE SENIOR	MEALS ON WHEELS	COMMUNITY	2,578.03
	HOMAGE SENIOR	MINOR HOME REPAIRS	COMMUNITY	69,827.54
177869	HOME DEPOT PRO	LAUNDRY SANITIZER	MAINT OF GENL PLANT	103.49
	HOME DEPOT PRO	FIRST AID KITS	ER&R	219.29
	HOME DEPOT PRO	WYPALLS	ER&R	372.90
	HOME DEPOT PRO	DEGREASER/CAUTION TAPE	ER&R	378.21
	HOME DEPOT PRO	BRUSHES, CLEANER, DEGREASER, RAGS	ER&R	515.01
	HOME DEPOT PRO	TRASH BAGS, BRUSHES, GLASSES	ER&R	915.04
177870	INGRAHAM, GERRIE P	INSTRUCTOR PAYMENT	RECREATION SERVICES	168.00
	INGRAHAM, GERRIE P		RECREATION SERVICES	294.00
177871	JONES, MICHIAL	UTILITY TAX REBATE 2024	NON-DEPARTMENTAL	85.44
177872	JUBIE, D & D	UB REFUND	WATER/SEWER OPERATION	315.09
177873	JULIETA MONETS HERNA	UB REFUND	WATER/SEWER OPERATION	163.38
177874	KENDALL CHEVROLET OF	UB REFUND	WATER/SEWER OPERATION	1,179.78
177875	KING, CHERI	REFUND - OPERA HOUSE DEPOSIT	GENERAL FUND	500.00
177876	KRYKUN, JULIA	REFUND - ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	517.50
177877	KUNG FU 4 KIDS	INSTRUCTOR PAYMENT	RECREATION SERVICES	108.00
177878	LAKE STEVENS SCHOOL	MITIGATION FEES - APRIL 25	SCHOOL MITIGATION FEES	96,110.00
177879	LAWLESS, JIM	WASPC SPRING CONFERENCE	POLICE ADMINISTRATION	328.00
177880	LYONS, KEVIN	UB REFUND	WATER/SEWER OPERATION	67.28
177881	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	-1,486.80
	MARYSVILLE FIRE		FIRE-EMS	-72.71
	MARYSVILLE FIRE		FIRE-EMS	2,701.58
177882	MCKESSON MEDICAL	INMATE SUPPLIES	DETENTION & CORRECTION	144.17

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/21/2025 TO 5/21/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177883	MILLER, GLENN	UB REFUND	GARBAGE	39.88
177884	MODERN MARKETING	STICKERS	POLICE PATROL	482.07
177885	NAVIA BENEFIT	PARTICIPANT FEE - APRIL 2025	PERSONNEL ADMINISTRATION	253.70
177886	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	259.00
	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	296.00
177887	NORTH COAST ELECTRIC	ETHERNET CABLE	WASTE WATER TREATMENT	91.12
177888	OATES, DEREK	PNWK9 CONFERENCE	POLICE TRAINING-FIREARMS	473.00
177889	OCCUPATIONAL HEALTH	CDL EXAM/AUDIOGRAM	UTIL ADMIN	136.00
	OCCUPATIONAL HEALTH		FACILITY MAINTENANCE	136.00
	OCCUPATIONAL HEALTH	CDL EXAM, AUDIOGRAM	PERSONNEL ADMINISTRATION	178.00
	OCCUPATIONAL HEALTH	CDL EXAM/AUDIOGRAM	PERSONNEL ADMINISTRATION	178.00
	OCCUPATIONAL HEALTH	CDL EXAM, AUDIOGRAM	UTIL ADMIN	272.00
177890	PACIFIC POWER BATTER	BATTERIES	SIDEWALK MAINTENANCE	22.84
	PACIFIC POWER BATTER		SIDEWALK MAINTENANCE	22.84
177891	PALITZ, JUSTIN	REIMBURSEMENT - MEAL	WATER DIST MAINS	17.92
177892	PARKSON CORP	CONNECTOR, HOSE AIRLIFT PUMP	WASTE WATER TREATMENT	58,028.61
177893	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	34.02
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	55.84
	PETROCARD SYSTEMS		COMPUTER SERVICES	65.40
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	76.66
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	96.08
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	145.24
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	146.11
	PETROCARD SYSTEMS		ENGR-GENL	152.07
	PETROCARD SYSTEMS		COMMUNITY	241.72
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	243.53
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	244.85
	PETROCARD SYSTEMS		COMMUNITY	324.79
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,210.25
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,922.71
	PETROCARD SYSTEMS		GENERAL	3,298.92
	PETROCARD SYSTEMS		GENERAL	3,310.97
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,840.92
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,062.91
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,900.15
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,937.10
	PETROCARD SYSTEMS		POLICE PATROL	11,111.61
	PETROCARD SYSTEMS		POLICE PATROL	11,534.02
177894	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	PRO-SHOP	119.44
	PGC INTERBAY LLC		GOLF ADMINISTRATION	170.11
	PGC INTERBAY LLC		MAINTENANCE	187.78
	PGC INTERBAY LLC		MAINTENANCE	301.34
	PGC INTERBAY LLC		MAINTENANCE	516.14
	PGC INTERBAY LLC		MAINTENANCE	519.07
	PGC INTERBAY LLC		PRO-SHOP	546.06
	PGC INTERBAY LLC		MAINTENANCE	695.54
	PGC INTERBAY LLC		GOLF ADMINISTRATION	785.15
	PGC INTERBAY LLC		MAINTENANCE	965.40
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		MAINTENANCE	2,131.99
	PGC INTERBAY LLC		MAINTENANCE	3,949.05
177895	PLATT ELECTRIC	PANEL IMPROVEMENTS	SOURCE OF SUPPLY	182.93

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/21/2025 TO 5/21/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177895	PLATT ELECTRIC	GENERATOR CONTROL PANEL	SEWER LIFT STATION	282.66
177896	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	43.20
	POTTERY NOOK, THE		RECREATION SERVICES	90.00
177897	POWERCOM INC.	ERCES MIGRATION	POLICE ADMINISTRATION	4,567.25
177898	PROCOM LLC	PRE-EMPLOYMENT DRUG TEST	UTIL ADMIN	72.00
177899	PROFORCE LAW	GUN SWITCH	POLICE TRAINING-FIREARMS	20,930.95
177900	PROMOTIONSNOW	GIVE AWAYS	CRIME PREVENTION	749.12
177901	PUD	ACCT #202461026	MAINT OF GENL PLANT	50.57
	PUD	ACCT #205195373	PARK & RECREATION FAC	54.39
	PUD	ACCT #220681340	STORM DRAINAGE	55.14
	PUD	ACCT #200973956	SEWER LIFT STATION	66.12
	PUD	ACCT #200501617	TRANSPORTATION	68.67
	PUD	ACCT #202794657	TRANSPORTATION	73.32
	PUD	ACCT #223919549	STREET LIGHTING	76.72
	PUD	ACCT #202288585	TRANSPORTATION	82.72
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	83.29
	PUD	ACCT #203199732	TRANSPORTATION	83.64
	PUD	ACCT #203500020	STREET LIGHTING	84.66
	PUD	ACCT #200448801	TRANSPORTATION	85.01
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	91.37
	PUD	ACCT #222664310	TRANSPORTATION	93.30
	PUD	ACCT #223735101	STREET LIGHTING	94.01
	PUD	ACCT #202303301	SEWER LIFT STATION	94.45
	PUD	ACCT #223514563	TRANSPORTATION	95.34
	PUD	ACCT #223154923	STREET LIGHTING	96.46
	PUD	ACCT #221115934	MAINT OF GENL PLANT	99.75
	PUD	ACCT # 222772634	TRANSPORTATION	105.43
	PUD	ACCT #222664740	TRANSPORTATION	109.64
	PUD	ACCT #223764663	SEWER LIFT STATION	121.73
	PUD	ACCT #222663973	TRANSPORTATION	128.48
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	134.51
	PUD	ACCT #202524690	PUMPING PLANT	135.30
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	141.54
	PUD	ACCT #202011813	PUMPING PLANT	147.26
	PUD	ACCT #201628880	WASTE WATER TREATMENT	154.35
	PUD	ACCT #205419765	NON-DEPARTMENTAL	158.24
	PUD	ACCT #201247699	STREET LIGHTING	224.18
	PUD	ACCT #222025900	PUMPING PLANT	250.82
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	252.91
	PUD	ACCT #201617479	NON-DEPARTMENTAL	319.39
	PUD	ACCT #220824148	WASTE WATER TREATMENT	408.26
	PUD	ACCT #201675634	WASTE WATER TREATMENT	417.75
	PUD	ACCT #202177333	MAINT OF GENL PLANT	605.76
	PUD	ACCT #200021871	RECREATION SERVICES	677.74
	PUD	ACCT #201587284	WASTE WATER TREATMENT	723.42
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,097.01
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,927.51
	PUD	ACCT #201420635	WASTE WATER TREATMENT	12,852.01
	PUD	ACCT #202075008	WASTE WATER TREATMENT	15,058.87
	PUD	ACCT #201721180	WASTE WATER TREATMENT	27,396.20
177902	QUADIENT FINANCE USA	USPS POSTAGE MACHINE	PERSONNEL ADMINISTRATION	10.06
	QUADIENT FINANCE USA		EXECUTIVE ADMIN	23.42

**CITY OF MARYSVILLE
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177902	QUADIENT FINANCE USA	USPS POSTAGE MACHINE	LEGAL-GENL	49.48
	QUADIENT FINANCE USA		COMMUNITY	91.80
	QUADIENT FINANCE USA		UTILITY BILLING	166.93
	QUADIENT FINANCE USA		PARK & RECREATION FAC	231.05
	QUADIENT FINANCE USA		POLICE ADMINISTRATION	319.54
	QUADIENT FINANCE USA		UTIL ADMIN	406.17
	QUADIENT FINANCE USA		FINANCE-GENL	732.52
	QUADIENT FINANCE USA		MUNICIPAL COURTS	1,969.03
177903	REECE TRUCKING	GRAVEL	WATER RESERVOIRS	409.88
177904	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	2,176.85
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	6,299.39
177905	RICHMOND AMERICA	REFUND - TRAFFIC IMPACT FEE	ECONOMIC ENVIRONMENT	6,300.00
	RICHMOND AMERICA	REFUND - TRAFFIC IMPACT FEE	ECONOMIC ENVIRONMENT	6,300.00
	RICHMOND AMERICA	REFUND - TRAFFIC IMPACT FEE	ECONOMIC ENVIRONMENT	6,300.00
	RICHMOND AMERICA	REFUND - TRAFFIC IMPACT FEE	ECONOMIC ENVIRONMENT	6,300.00
	RICHMOND AMERICA	REFUND - TRAFFIC IMPACT FEE	ECONOMIC ENVIRONMENT	6,300.00
177906	ROBERTS, CALEN	PARKING	POLICE ADMINISTRATION	12.00
177907	RWC INTERNATIONAL	CREDIT FOR INV RA115001279:02	EQUIPMENT RENTAL	-21,395.61
	RWC INTERNATIONAL	CREDIT FOR INV RA115001279:01	EQUIPMENT RENTAL	-18,733.14
	RWC INTERNATIONAL	OIL LEAKS	EQUIPMENT RENTAL	18,733.14
	RWC INTERNATIONAL	FUEL INJECTOR REPLACEMENT - J042	EQUIPMENT RENTAL	21,395.61
	RWC INTERNATIONAL	OIL LEAKS	EQUIPMENT RENTAL	40,128.75
177908	S&S ROOFING LLC	ROOF REPLACEMENT	NON-DEPARTMENTAL	15,638.73
177909	SAFeway INC.	INMATE SUPPLIES	DETENTION & CORRECTION	16.40
	SAFeway INC.	JAIL SUPPLIES	DETENTION & CORRECTION	18.59
177910	SANDOVAL PLUMBING	REFUND - PLUMBING	NON-BUS LICENSES AND	175.00
177911	SCAIRPON, ERIK	WASPC SPRING CONFERENCE	POLICE ADMINISTRATION	328.00
177912	SCHWEITER, RICHARD E	UB REFUND	WATER/SEWER OPERATION	142.78
177913	SCORE	INMATE HOUSING	DETENTION & CORRECTION	8,316.60
177914	SEFRIT, SCOTT	UB REFUND	WATER/SEWER OPERATION	233.22
177915	SKYLINE ELECTRICAL S	REFUND - PERMIT	COMMUNITY DEVELOPMENT	115.00
177916	SNO CO PUBLIC WORKS	MARCH 2025 SOLID WASTE SERVICE	ROADSIDE VEGETATION	52.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	239,292.00
177917	SNO CO TREASURER	RANGE RENTAL	POLICE TRAINING-FIREARMS	1,800.00
177918	SOUND PUBLISHING	NOA NORTHPOINT MV2	COMMUNITY	72.24
	SOUND PUBLISHING	NOPH CA23-011	COMMUNITY	103.20
	SOUND PUBLISHING	OPEN HOUSE	COMMUNITY	110.20
	SOUND PUBLISHING	NOA CA23-011	COMMUNITY	199.52
177919	SOUND SAFETY	UNIFORM - FULLER	UTIL ADMIN	174.85
	SOUND SAFETY		UTIL ADMIN	178.15
177920	SPRAGUE PEST SOLUTION	PEST SERVICE	POLICE PATROL	120.34
	SPRAGUE PEST SOLUTION		POLICE PATROL	150.43
177921	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	455.00
177922	TAYLOR MADE TRUCK DR	CDL TRUCK DRIVING FLASS - MORGAN	PARK & RECREATION FAC	5,272.75
177923	THORNBERRY, DONNA	REIMBURSEMENT - CLAIM FOR DAMAGES	RISK MANAGEMENT	471.41
177924	TRANSPORTATION, DEPT	LABOR/ADMINISTRATIVE CHARGES	TRANSPORTATION	47.42
177925	V.G. ASSOCIATION	REIMBURSEMENT	PROTECTIVE INSPECTIONS	7,500.00
177926	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	27.54
	VESTIS GROUP INC.		OPERA HOUSE	241.30
177927	WA ORTHOPEDIC SPINE	MEDICAL RECORDS FEE	RISK MANAGEMENT	64.55
177928	WASTE MANAGEMENT	RECYCLING SERVICE - MARCH 25	RECYCLING OPERATION	526,942.81
177929	WAXIE SANITARY SUPPL	CLEANER, WYPALL	PARK & RECREATION FAC	2,238.14

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177930	WEISER, LISA D	INSTRUCTOR PAYMENT	RECREATION SERVICES	329.40
177931	WEISS, LISA		RECREATION SERVICES	24.00
	WEISS, LISA		RECREATION SERVICES	84.00
177932	WHITE CAP	EXPANSION BOARD	SIDEWALK MAINTENANCE	72.20
177933	WINNINGHAM, TAYLOR	INSTRUCTOR PAYMENT	OPERA HOUSE	468.00
177934	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	91.68
177935	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
177936	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	97.13
177937	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	91.06
177938	ZIPLY FIBER	ACCT #3606594037	CITY HALL	142.37
177939	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	236.42
177940	ZIPLY FIBER	3606580637	COMPUTER SERVICES	236.42
177941	ZIPLY FIBER	ACCT #3601971148 TWIN LAKES	PARK & RECREATION FAC	457.00
177942	ZIPLY FIBER	LOCAL/LD PHONE LINES	CRIME PREVENTION	11.53
	ZIPLY FIBER		PROPERTY TASK FORCE	11.53
	ZIPLY FIBER		FACILITY MAINTENANCE	11.53
	ZIPLY FIBER		SOLID WASTE CUSTOMER	23.06
	ZIPLY FIBER		PARK & RECREATION FAC	34.59
	ZIPLY FIBER		CITY CLERK	34.59
	ZIPLY FIBER		LEGAL-GENL	34.59
	ZIPLY FIBER		GENERAL	34.59
	ZIPLY FIBER		GIS SERVICES IS	34.59
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	46.12
	ZIPLY FIBER		WATER QUAL TREATMENT	46.12
	ZIPLY FIBER		LEGAL - PROSECUTION	69.17
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	69.17
	ZIPLY FIBER		UTILITY BILLING	69.17
	ZIPLY FIBER		EQUIPMENT RENTAL	80.70
	ZIPLY FIBER		POLICE INVESTIGATION	92.23
	ZIPLY FIBER		FINANCE-GENL	103.76
	ZIPLY FIBER		POLICE ADMINISTRATION	103.76
	ZIPLY FIBER		RECREATION SERVICES	103.76
	ZIPLY FIBER		COMPUTER SERVICES	115.27
	ZIPLY FIBER		EXECUTIVE ADMIN	115.29
	ZIPLY FIBER		MUNICIPAL COURTS	126.82
	ZIPLY FIBER		WASTE WATER TREATMENT	126.82
	ZIPLY FIBER		UTIL ADMIN	126.82
	ZIPLY FIBER		OFFICE OPERATIONS	138.35
	ZIPLY FIBER		COMMUNITY	195.99
	ZIPLY FIBER		DETENTION & CORRECTION	207.52
	ZIPLY FIBER		ENGR-GENL	253.64
	ZIPLY FIBER		POLICE PATROL	587.98

DATE: 5/22/2025
TIME: 8:49:57AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 5/21/2025 TO 5/21/2025

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
WARRANT TOTAL:				<u><u>2,128,088.67</u></u>
KUNG FU NW INC.	165820	VOID	CHECK LOST/DAMAGED	108.00
KIMBERLY WINFREY-POTTERY NOOK	165997	VOID	CHECK LOST/DAMAGED	133.20
CALEN ROBERTS	166812	VOID	CHECK LOST/DAMAGED	12.00
RICHMOND AMERICAN HOMES	166924	VOID	CHECK LOST/DAMAGED	31,500.00
MICHIAL JONES	168663	VOID	CHECK LOST/DAMAGED	85.44
KAETI GONZALEZ	169191	VOID	CHECK LOST/DAMAGED	306.37
JUSTIN PALITZ	173787	VOID	CHECK LOST/DAMAGED	17.92
REASON FOR VOIDS:				
INITIATOR ERROR				
CHECK LOST/DAMAGED				
UNCLAIMED PROPERTY				
WARRANT TOTAL:				<u><u>2,095,925.74</u></u>



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: May 23, 2025 Payroll in the Amount of \$2,016,586.61 Paid by EFT Transactions and Check Numbers 35696 through 35717

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 28, 2025, Claims in the Amount of \$1,396,893.77 Paid by EFT Transactions and heck Numbers 177943 through 178080 with Check Numbers 141516, 163974, 165207, 167546, 169553, 169818, 175411, 176910, and 177926 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[052825.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/28/2025 TO 5/28/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
177943	RAPID FINANCIAL	JURY FUNDS/LOAD FEE	COURTS	6.37
	RAPID FINANCIAL		COURTS	391.85
177944	EARTHWORK SOLUTIONS	WATER MAIN REPLACEMENT	WTR CAPITAL PROJECTS	741,656.66
177945	911 SUPPLY INC.	CHEVRONS	POLICE PATROL	258.14
	911 SUPPLY INC.	UNIFORM - FORSLOF	POLICE PATROL	787.63
177946	AIRDATA UAV, INC.	SUPPORT - LICENSE	POLICE PATROL	2,000.00
177947	AKINA, TANIA	UTILITY REFUND	GARBAGE	186.55
177948	ALEXANDER PRINTING	BUSINESS CARDS	GENERAL	70.71
	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	107.75
177949	ALL BATTERY SALES &	CONNECTOR, WIRE LOOMS	EQUIPMENT RENTAL	327.62
177950	AOC FINANCIAL SERVICE	DMCJA CONFERENCE REGISTRATION	MUNICIPAL COURTS	130.00
177951	ARCHBISHOP MURPHY	REFUND - RENTAL DEPOSIT	GENERAL FUND	250.00
177952	ASHE, VICTORIA	REFUND - CREDIT BALANCE	PARKS-RECREATION	5.00
177953	BALDWIN, JOHN	UB REFUND	WATER/SEWER OPERATION	41.12
177954	BAYSHORE CONCRETE	COMEFORD LANDSCAPING RETAINAGE	GMA-PARKS	1,375.00
177955	BELAN, TYLER	UB REFUND	WATER/SEWER OPERATION	278.88
177956	BICKFORD FORD	CREDIT FOR CORE RETURN INV 129678	EQUIPMENT RENTAL	-547.00
	BICKFORD FORD	BRAKE PAD - P164	EQUIPMENT RENTAL	65.63
	BICKFORD FORD	BRAKE ROTOR - A009	EQUIPMENT RENTAL	144.39
	BICKFORD FORD	FAN ASSEMBLY - P191	EQUIPMENT RENTAL	271.31
	BICKFORD FORD	COIL ASSEMBLY, GASKET, PLUGS - P164	EQUIPMENT RENTAL	350.88
	BICKFORD FORD	SPARK PLUGS, GASKET, COILS - P169	EQUIPMENT RENTAL	350.88
	BICKFORD FORD	CATALYTIC CONVERTER, GASKETS - P185	EQUIPMENT RENTAL	2,982.45
177957	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,727.32
177958	BOTESCH, NASH & HALL	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	7,655.00
177959	BRAKE AND CLUTCH	DRIVE AXLE WHEEL BEARING SET - J007	EQUIPMENT RENTAL	250.04
	BRAKE AND CLUTCH	DRIVE AXLE WHEEL SEAL/HUB ASSEMBLY - J007	EQUIPMENT RENTAL	589.11
177960	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	777.60
177961	BULLMAN, ELIZABETH	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
177962	BURDICK, MARY	UB REFUND	GARBAGE	78.55
177963	CARTER, DOYLE	UB REFUND	WATER/SEWER OPERATION	289.05
177964	CASCADE COLUMBIA	CREDIT CONTAINER RETURN	WASTE WATER TREATMENT	-3,200.00
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	19,528.99
	CASCADE COLUMBIA		WASTE WATER TREATMENT	21,069.35
177965	CENTRAL WELDING SUPP	FLAP DISC, GRIND/CUTOFF WHEEL	WASTE WATER TREATMENT	89.00
	CENTRAL WELDING SUPP	TANDEM CART WITH FIREWALL	EQUIPMENT RENTAL	1,089.24
177966	CERCADO, ELIZABETH	CONSERVATION REBATE	UTIL ADMIN	50.00
177967	CHAMPION BOLT	SOCKET CAP SCREW - J035	EQUIPMENT RENTAL	13.35
177968	CHARM-TEX, INC.	JAIL SUPPLIES	DETENTION & CORRECTION	583.00
177969	CHRISTENSEN, WENDELL	UB REFUND	WATER/SEWER OPERATION	260.25
177970	CML SECURITY, LLC	CAMERA REPAIR	DETENTION & CORRECTION	109.40
177971	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.07
177972	COOP SUPPLY	GAS CAN	WASTE WATER TREATMENT	42.64
	COOP SUPPLY	CABLE TIES	WASTE WATER TREATMENT	61.24
	COOP SUPPLY	MANURE FORK	WASTE WATER TREATMENT	120.32
	COOP SUPPLY	STAKES, EDGING	WASTE WATER TREATMENT	131.88
177973	COPIERS NORTHWEST	EQUIPMENT COSTS	POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		WASTE WATER TREATMENT	67.75
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84

**CITY OF MARYSVILLE
INVOICE LIST**

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177973	COPIERS NORTHWEST	EQUIPMENT COSTS	FINANCE-GENL	90.41
	COPIERS NORTHWEST		WASTE WATER TREATMENT	107.52
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	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		RECREATION SERVICES	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.18
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		PERSONNEL	274.68
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	301.15
	COPIERS NORTHWEST		OFFICE OPERATIONS	307.25
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		DETENTION & CORRECTION	524.32
	COPIERS NORTHWEST		OFFICE OPERATIONS	636.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	767.16
	COPIERS NORTHWEST		POLICE INVESTIGATION	941.66
177974	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	10,976.20
177975	CUDA WASHINGTON	MAINTENANCE ON WASHER	EQUIPMENT RENTAL	448.54
177976	CUMMINS NORTHWEST	HEATER COOLANT	PUMPING PLANT	399.00
177977	DAY WIRELESS SYSTEMS	WITNESS FEES	COURTS	158.63
177978	DELL	MONITORS	IS REPLACEMENT	1,272.58
177979	DICKEY, NATE	APWA TRAINING	STORM DRAINAGE	126.00
177980	DICKS TOWING	TOWING 25-25645	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-26552	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-26749	POLICE PATROL	77.54
	DICKS TOWING	TOWING 25-27891	POLICE PATROL	77.54
177981	DMH INDUSTRIAL	HYDROSTAT SUB-PUMP	SEWER LIFT STATION	4,154.22
177982	DOBBS PETERBILT	BELT TENSIONER - J067	EQUIPMENT RENTAL	210.78
	DOBBS PETERBILT	VALVE - J067	EQUIPMENT RENTAL	250.50
	DOBBS PETERBILT	WIPER BLADES	ER&R	376.34
	DOBBS PETERBILT	RADIATOR REP. INSPECTION - J067	EQUIPMENT RENTAL	4,476.91
177983	FELIZ, RANDY	UB REFUND	GARBAGE	302.13
177984	FRONTIER PRECISION	SOFTWARE MAINTENANCE	COMPUTER SERVICES	2,284.27
177985	GARDNER, ROGER	UTILITY REFUND	WATER/SEWER OPERATION	147.88
177986	GAY, SAMUEL	PATROL TACTICS INSTRUCTOR	POLICE PATROL	989.00
177987	GEDDIS, CATHERINE	INSTRUCTOR PAYMENT	RECREATION SERVICES	189.60
177988	GIBSON, EVAN	UB REFUND	WATER/SEWER OPERATION	302.70
177989	GIEBEL, TRAVIS	REIMBURSEMENT - MEAL	WATER DIST MAINS	20.00
177990	GISH, MICHAEL	UB REFUND	WATER/SEWER OPERATION	87.05
177991	GMP CONSULTANTS	INTERIM CD DIRECTOR	COMMUNITY	10,615.43
177992	GORDON TRUCK CENTER	BELT TENSIONER - J067	EQUIPMENT RENTAL	153.82
	GORDON TRUCK CENTER	COOLING FAN ASSEMBLY - J067	EQUIPMENT RENTAL	257.66
177993	GRAINGER	HITCH BALL	SOURCE OF SUPPLY	32.86

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177993	GRAINGER	MOUNTING BASE, SELECTOR SWITCH	SEWER LIFT STATION	121.56
	GRAINGER	AUTO DRAIN VALVE, TUBE CLAMPS	WATER FILTRATION PLANT	277.55
177994	GRAVES, JESSICA	REFUND - GRAVES SWEET 16 DEPOSIT	GENERAL FUND	250.00
177995	GROULX, JOHN	UB REFUND	WATER/SEWER OPERATION	35.25
	GROULX, JOHN		WATER/SEWER OPERATION	187.61
177996	GUERRERO, ANTHONY J	UB REFUND	WATER/SEWER OPERATION	202.53
177997	GUNN, BENJAMIN	ONLINE COURSE/TEST	UTIL ADMIN	214.31
177998	HEJAZI, NASSER	REFUND - GUITAR LESSONS	PARKS-RECREATION	15.00
177999	HOFFMAN, RICHARD	UB REFUND	WATER/SEWER OPERATION	151.45
178000	HOME DEPOT PRO	CREDIT FOR INV 853173524	CUSTODIAL SERVICES	-104.54
	HOME DEPOT PRO	CADDY	CUSTODIAL SERVICES	68.30
	HOME DEPOT PRO	WASTEBASKETS	CUSTODIAL SERVICES	103.89
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	127.87
	HOME DEPOT PRO	TOILET BOWL CLEANER	CUSTODIAL SERVICES	176.44
	HOME DEPOT PRO	TOILET PAPER	CUSTODIAL SERVICES	219.98
	HOME DEPOT PRO	TRASH CAN, DOLLY, MOP	CUSTODIAL SERVICES	222.02
	HOME DEPOT PRO	PAPER TOWELS	CUSTODIAL SERVICES	295.84
	HOME DEPOT PRO	HAND SOAP	CUSTODIAL SERVICES	317.15
	HOME DEPOT PRO	TOILET PAPER	CUSTODIAL SERVICES	402.42
	HOME DEPOT PRO		CUSTODIAL SERVICES	462.67
	HOME DEPOT PRO	VACUUMS	CUSTODIAL SERVICES	961.74
	HOME DEPOT PRO	CLEANER, TOILET PAPER/TOWELS	CUSTODIAL SERVICES	1,826.81
178001	HORNUNG, CHRIS	MENTAL HEALTH SUMMIT	PROBATION	43.54
178002	HUNTER, DANIEL	INSTRUCTOR PAYMENT	RECREATION SERVICES	34.50
178003	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
178004	INTERSTATE BATTERY	BATTERIES	ER&R	451.80
178005	J & B TOOLS, LLC	SOCKET SET, RATCHETING SET	EQUIPMENT RENTAL	619.18
178006	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	38.58
178007	KALLICOTT, MATTHEW	REIMBURSEMENT - TEST FEE	UTIL ADMIN	125.00
178008	KCDA PURCHASING	PARKSIDE PLAYGROUND/RETAINAGE	GMA-PARKS	10,270.10
178009	KENWORTH NORTHWEST	CORE RETURN INV 15365505	EQUIPMENT RENTAL	-131.28
	KENWORTH NORTHWEST	HOSE - J042	EQUIPMENT RENTAL	27.21
	KENWORTH NORTHWEST	HOSES - J042	EQUIPMENT RENTAL	101.98
	KENWORTH NORTHWEST	HOSE CLAMP, O-RINGS - J042	EQUIPMENT RENTAL	333.69
	KENWORTH NORTHWEST	SENSORS, SEALS, O-RINGS - J042	EQUIPMENT RENTAL	3,086.28
178010	KEYPER SYSTEMS	KEY SUPPLIES	POLICE PATROL	180.62
178011	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	34.50
178012	KITSAP TRACTOR	FILTERS, O-RINGS - W025	EQUIPMENT RENTAL	200.74
178013	KUSSY, KAREN	TUITION REIMBURSEMENT	PERSONNEL	861.00
178014	LEESTMA, DANIEL	UB REFUND	WATER/SEWER OPERATION	262.58
178015	LES SCHWAB TIRE CTR	TUBELESS, VALVE STEM - 899P	EQUIPMENT RENTAL	157.30
	LES SCHWAB TIRE CTR	TIRES	ER&R	521.23
	LES SCHWAB TIRE CTR	TIRES - J007	EQUIPMENT RENTAL	1,708.93
178016	LEXISNEXIS RISK	INVESTIGATIVE TOOL	POLICE INVESTIGATION	216.40
178017	LIFETIME HEATING & A	REFUND - PERMIT OUTSIDE CITY LIMITS	NON-BUS LICENSES AND	135.00
178018	LINDBERG, JASON	TRAINING CLASSES	UTIL ADMIN	247.00
178019	LONNEKER, ANNA & JAY	REIMBURSEMENT CLAIM	RISK MANAGEMENT	632.35
178020	LOWENSTEIN, RENA	REFUND - AL ROBO WORKSHOP	PARKS-RECREATION	30.00
178021	MALLAHAN, MARK	REIMBURSEMENT - MEAL	UTIL ADMIN	20.00
178022	MARYSVILLE 156, LLC	STATUTORY EVALUATION ALLOWANCE	GMA - STREET	750.00
	MARYSVILLE 156, LLC	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	7,030.00
178023	MARYSVILLE, CITY OF	4123 71 ST NE	SUNNYSIDE FILTRATION	124.13

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 5/28/2025 TO 5/28/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178023	MARYSVILLE, CITY OF	4202 59 DR NE	PARK & RECREATION FAC	201.14
	MARYSVILLE, CITY OF	4020 71 AVE NE	SUNNYSIDE FILTRATION	328.98
178024	MCMASTER-CARR	BASE MOUNT AC MOTOR	WASTE WATER TREATMENT	991.85
178025	MONTOYA, SCOT	UB REFUND	GARBAGE	260.74
178026	MORTON, KENNETH W	UB REFUND	WATER/SEWER OPERATION	553.12
178027	NAPA AUTO PARTS	CREDIT FOR INV 571693	EQUIPMENT RENTAL	-14.48
	NAPA AUTO PARTS	OIL/FUEL FILTER - H023	EQUIPMENT RENTAL	46.63
178028	NELSON'S NOXIOUS	POISON HEMLOCK SPRAY APPLICATION	STORM DRAINAGE	444.39
	NELSON'S NOXIOUS		PARK & RECREATION FAC	2,600.28
178029	NOVEXCOMM ENTERPRISE	INSTALL RADIO	TRIBAL GAMING FUND	-22.94
	NOVEXCOMM ENTERPRISE		TRIBAL GAMING-GENL	266.94
178030	OREILLY AUTO PARTS	AIR CLEANER GASKET - 220	EQUIPMENT RENTAL	2.29
	OREILLY AUTO PARTS	WIPER BLADE - H020	EQUIPMENT RENTAL	13.92
	OREILLY AUTO PARTS	IGNITION CYLINDER - 966	EQUIPMENT RENTAL	53.61
178031	OTAK	PROFESSIONAL SERVICE	GMA - STREET	3,067.46
178032	PACIFIC GOLF & TURF	FUEL FILTER, WATER SEPARATOR	EQUIPMENT RENTAL	82.16
178033	PALAMERICAN SECURITY	SECURITY SERVICE	MUNICIPAL COURTS	-21.90
	PALAMERICAN SECURITY		PROBATION	-7.30
	PALAMERICAN SECURITY		PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
178034	PAPE MACHINERY	TEMPERATURE SENSOR	EQUIPMENT RENTAL	150.46
178035	PERRYCOOK, JAY	REFUND - WATCHDOG DEPOSIT	WATER/SEWER OPERATION	48.69
178036	PERTEET ENGINEERING	PROFESSIONAL SERVICE	UTILITY CONSTRUCTION	5,508.90
178037	PETERSEN, GERALD	REFUND - PERMIT CHARGE	PARKS-RECREATION	140.00
178038	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF ADMINISTRATION	7.40
	PGC INTERBAY LLC		MAINTENANCE	52.49
	PGC INTERBAY LLC		PRO-SHOP	97.50
	PGC INTERBAY LLC		GOLF ADMINISTRATION	301.34
	PGC INTERBAY LLC		MAINTENANCE	460.91
	PGC INTERBAY LLC		MAINTENANCE	508.31
	PGC INTERBAY LLC		PRO-SHOP	538.37
	PGC INTERBAY LLC		PRO-SHOP	861.35
	PGC INTERBAY LLC		MAINTENANCE	882.03
	PGC INTERBAY LLC		GOLF ADMINISTRATION	900.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	924.63
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,371.00
	PGC INTERBAY LLC		MAINTENANCE	1,843.36
	PGC INTERBAY LLC		MAINTENANCE	10,231.64
	PGC INTERBAY LLC		MAINTENANCE	12,000.90
	PGC INTERBAY LLC	REIMBURSEMENT PAYROLL - GOLF	PRO-SHOP	15,107.49
	PGC INTERBAY LLC		MAINTENANCE	17,918.94
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	GOLF COURSE	21,300.86
178039	PINNACLE INDOOR SPOR	FINAL PAYMENT - STUDY FEE	NON-DEPARTMENTAL	17,500.00
178040	PREMIER GOLF CENTERS	MANAGEMENT SERVICES	GOLF ADMINISTRATION	11,009.63
178041	PROMOTIONSNOW	STICKERS	CRIME PREVENTION	365.67
178042	PUD	ACCT #223806431	SEWER LIFT STATION	11.07
	PUD	ACCT #205136245	SEWER LIFT STATION	23.41
	PUD	ACCT #202461034	UTIL ADMIN	53.85
	PUD	ACCT #202012589	PARK & RECREATION FAC	54.93
	PUD	ACCT #221192545	SOURCE OF SUPPLY	55.19
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	60.11
	PUD	ACCT #202476438	SEWER LIFT STATION	61.16

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178042	PUD	ACCT #222871949	PARK & RECREATION FAC	62.80
	PUD	ACCT #201672136	SEWER LIFT STATION	66.03
	PUD	ACCT #201668043	PARK & RECREATION FAC	70.02
	PUD	ACCT #201610185	TRANSPORTATION	73.21
	PUD	ACCT #203005160	STREET LIGHTING	80.22
	PUD	ACCT #202178158	SEWER LIFT STATION	81.02
	PUD	ACCT #200571842	TRANSPORTATION	83.12
	PUD	ACCT #202140489	TRANSPORTATION	84.27
	PUD	ACCT #202694337	TRANSPORTATION	84.96
	PUD	ACCT #202557450	STREET LIGHTING	86.02
	PUD	ACCT #220792733	STREET LIGHTING	86.72
	PUD	ACCT #200827277	TRANSPORTATION	88.51
	PUD	ACCT #203430897	STREET LIGHTING	89.18
	PUD	ACCT #202368544	TRANSPORTATION	90.72
	PUD	ACCT #202143111	TRANSPORTATION	94.05
	PUD	ACCT #200084036	TRANSPORTATION	102.88
	PUD	ACCT #203231006	TRANSPORTATION	107.18
	PUD	ACCT #220761803	OPERA HOUSE	110.87
	PUD	WILDFLOWER PARK	PARK & RECREATION FAC	113.18
	PUD	ACCT #202490637	SEWER LIFT STATION	116.44
	PUD	ACCT #200625382	SEWER LIFT STATION	116.80
	PUD	ACCT #201670890	TRANSPORTATION	120.80
	PUD	ACCT #202368551	PARK & RECREATION FAC	127.61
	PUD	ACCT #224248013	STREET LIGHTING	130.51
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	136.78
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	143.63
	PUD	ACCT #203223458	PARK & RECREATION FAC	143.89
	PUD	ACCT #200070449	TRANSPORTATION	144.90
	PUD	ACCT #202000329	PARK & RECREATION FAC	155.89
	PUD	ACCT #202463543	SEWER LIFT STATION	161.20
	PUD	ACCT #201021698	PARK & RECREATION FAC	191.89
	PUD	ACCT #201065281	PARK & RECREATION FAC	193.83
	PUD	ACCT #220761175	OPERA HOUSE	269.09
	PUD	ACCT #223521238	STORM DRAINAGE	308.98
	PUD	ACCT #202499489	PARK & RECREATION FAC	321.94
	PUD	ACCT #201021607	PARK & RECREATION FAC	354.74
	PUD	ACCT #200223857	PARK & RECREATION FAC	376.02
	PUD	ACCT #200824548	MAINT OF GENL PLANT	852.56
	PUD	ACCT #200586485	SEWER LIFT STATION	878.35
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,050.20
	PUD	ACCT #223505728	NON-DEPARTMENTAL	2,126.75
	PUD	ACCT #223003021	NON-DEPARTMENTAL	9,177.27
178043	REECE TRUCKING	53/61 INTERSECTION IMPROVEMENTS	GMA - STREET	220,994.80
178044	REED, RUSS	REFUND	GENL FUND-OTHER MISC	40.00
178045	REICHHARDT & EBE ENG	INTERSECTION/PATH IMPROVEMENT	GMA - STREET	32,966.16
178046	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	1,673.31
178047	RONGERUDE, JOHN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
178048	ROYAL PERMIT	REFUND - PERMIT	NON-BUS LICENSES AND	140.00
178049	RUBATINO	DISPOSAL CONTAINER	PROTECTIVE INSPECTIONS	1,628.18
178050	SHAFER, MALACHI J &	UB REFUND	WATER/SEWER OPERATION	316.63
178051	SILUE, DEANNA	UB REFUND	WATER/SEWER OPERATION	395.81
178052	SISKUN POWER	CONCRETE SAW - 299	EQUIPMENT RENTAL	299.74

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178052	SISKUN POWER	LINE TRIMMER, CUT OFF SAW - 299	EQUIPMENT RENTAL	670.48
178053	SIX ROBBLEES INC	TRAILER TONGUE JACK - F006	EQUIPMENT RENTAL	66.84
178054	SNO CO CORRECTIONS	INMATE HOUSING	DETENTION & CORRECTION	35,320.53
178055	SNO CO PUBLIC WORKS	PARTS, LABOR - P223/A009	EQUIPMENT RENTAL	1,322.72
	SNO CO PUBLIC WORKS		EQUIPMENT RENTAL	4,467.36
178056	SOUND PUBLISHING	APPLICATION PUBLISHING	COMMUNITY	60.20
178057	SOUND SAFETY	GLOVES	POLICE PATROL	472.58
178058	STARK, JARRED	REIMBURSEMENT - TESTING FEE	UTIL ADMIN	106.00
178059	STRYKER AUTOMOTIVE	WATER PUMP ASSEMBLY - P186	EQUIPMENT RENTAL	3,095.66
178060	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	1,621.52
178061	SWEDEXPERT LLC	UB REFUND	WATER/SEWER OPERATION	291.00
178062	TACOMA SCREW PRODUCT	BOLTS, SOCKET	EQUIPMENT RENTAL	53.60
178063	TMG SERVICES INC	ELECTRODE CARTRIDGE	SOURCE OF SUPPLY	1,357.52
178064	TRANPO GROUP	PROFESSIONAL SERVICE	GMA - STREET	1,779.03
	TRANPO GROUP		GMA - STREET	6,868.62
178065	TRANSPORTATION SOLUT		GMA - STREET	18,657.12
178066	TRANSPORTATION, DEPT	PROJECT COSTS MARCH 2025	GMA - STREET	44.46
178067	TRIATIV USA FITNESS	E-BIKES - JAIL	DETENTION & CORRECTION	7,295.50
178068	TRITON GROUP EHM	EHM PILOT PROGRAM	PROBATION	1,004.00
178069	ULINE	JAIL SUPPLIES	DETENTION & CORRECTION	704.34
	ULINE	WELDING SCREEN, CASTERS, FAUCET	WASTE WATER TREATMENT	1,531.40
178070	US BANK	REFUND - BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
178071	USA BLUEBOOK	OPTICAL CAP	SOURCE OF SUPPLY	375.76
178072	VEGA AMERICAS, INC	HEADWORKS FLOWMETER	WASTE WATER TREATMENT	2,537.90
178073	VESTIS GROUP INC.	CREDIT FOR INV 6560532250	OPERA HOUSE	-213.76
	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	241.30
	VESTIS GROUP INC.		OPERA HOUSE	241.30
	VESTIS GROUP INC.		OPERA HOUSE	241.30
178074	WESTERN GRAPHICS	GRAPHICS	EQUIPMENT RENTAL	4,356.04
178075	WHITE CAP	ADJUSTABLE TEST PLUG	SOURCE OF SUPPLY	22.94
178076	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	635.00
	ZIONS BANK		UTIL ADMIN	635.00
178077	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	97.13
178078	ZIPLY FIBER	ACCT #3606583635	COMPUTER SERVICES	97.54
178079	ZIPLY FIBER	ACCT #3606585292	PERSONNEL	41.93
	ZIPLY FIBER		MUNICIPAL COURTS	148.63
178080	ZIPLY FIBER	ACCOUNT 3606575532	OPERA HOUSE	244.41

WARRANT TOTAL: 1,398,243.87

KATHERINE BOEGER KNIGHT	UNCLAIMED PROPERTY	141516	5.00
TANIA AKINA & ASHLEY RITA	CHECK LOST/DAMAGED	163974	186.55
ROGER GARDNER	CHECK LOST/DAMAGED	165207	147.88
JESSICA GRAVES	CHECK LOST/DAMAGED	167546	250.00
ELIZABETH CERCADO	CHECK LOST/DAMAGED	169553	50.00
US BANK NATIONAL ASSOCIATION	CHECK LOST/DAMAGED	169818	65.00
SOUND PUBLISHING	CHECK LOST/DAMAGED	175411	65.20
MALACHI SHAFER	CHECK LOST/DAMAGED	176910	316.63
VESTIS GROUP INC.	INITIATOR ERROR	177926	268.84

REASON FOR VOIDS:

WARRANT TOTAL: \$1,396,893.77

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: May 29, 2025, Claims in the Amount of \$58,610.00 Paid by
Check Number 17808

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[052925.rtf](#)

DATE: 5/29/2025
TIME: 10:15:12AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 5/29/2025 TO 5/29/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
178081	PUGET SOUND CLEAN	2025 DUES ASSESSMENT	NON-DEPARTMENTAL	58,610.00
WARRANT TOTAL:				<u><u>58,610.00</u></u>

REASON FOR VOIDS:
INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY

WARRANT TOTAL: \$58,610.00



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Bryan Milligan, Engineering

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award - Riverwalk Phase 1 Fill Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Riverwalk Phase 1 Fill Project contract with Reece Construction Company.

SUMMARY: The Riverwalk Phase 1 Fill project is a first step in preparing the Riverwalk parcels for disposition and future development outside of the flood plain and will consist of the following scopes of work: site demolition & disposal of HMA, concrete, bollards, abandonment of underground utilities, the excavation & disposal of petroleum hydrocarbon impacted soils (class 3 to be thermally treated). As well as the import of 93,000 cubic yards of fill from "Parcel O", 4015 Railway Avenue, Everett, Washington to our site at 60 State Avenue, Marysville, Washington. This project will also include the loading, quantity tracking, hauling, placing & stabilization of fill material, adjusting of existing utilities and removing & replacing of chain link fencing. The City received and opened seven sealed bids on May 14th, 2025. Of those, Reece Construction Company was the lowest bidder. As such, staff recommends to award the Riverwalk Phase 1 Fill Project to Reece Construction Company for the low bid amount of \$1,611,195.61 including WSST, plus a management reserve of 10% for a total funding allocation of \$1,772,315.61. The total amount exceeds the available budget for this project and a future amendment will be provided.

ATTACHMENTS:

[PW Contract.pdf](#)
[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 Reece Construction Company, a for profit corporation, organized under the laws of the State of Washington, located and doing business at 5802 Cemetary Road, Arlington, Washington 98223 (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:

Riverwalk Phase 1 Fill Project

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. 2025 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.** Physical completion shall be achieved within one hundred thirty (130) calendar 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 one million, six hundred eleven thousand, one hundred ninety-five dollars and sixty-one cents (\$1,611,195.61) 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 May 14, 2025. 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 Andy Reece on behalf of the Contractor and by Bryan Milligan 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>
Reece Construction Company	City of Marysville
Attn: Andy Reece	Attn: Bryan Milligan
P.O. Box 1531	501 Delta Ave
Marysville, WA 98270	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.

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

DATED _____

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED _____

REECE CONSTRUCTION COMPANY

By: _____
Andy Reece
Its: President

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

CITY OF MARYSVILLE				Engineer's Estimate		Matia Contractors, Inc		Midmountain Contractors, Inc.		SRV Construction, Inc.		Reece Construction Company		Northwest Construction, Inc.		Anderson Environmental Contracting, LLC		Glacier Environmental Services, Inc.	
Riverwalk Phase 1 Fill Project																			
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
SCHEDULE A																			
1	Minor Changes	EST	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 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	Mobilization/Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 52,500.00	\$ 52,500.00	\$ 270,000.00	\$ 270,000.00	\$ 113,000.00	\$ 113,000.00	\$ 33,500.00	\$ 33,500.00	\$ 138,000.00	\$ 138,000.00	\$ 113,454.00	\$ 113,454.00	\$ 33,800.00	\$ 33,800.00
3	Erosion Control and Water Pollution	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ 275,000.00	\$ 275,000.00	\$ 43,000.00	\$ 43,000.00	\$ 21,000.00	\$ 21,000.00	\$ 46,000.00	\$ 46,000.00	\$ 53,471.00	\$ 53,471.00	\$ 34,288.00	\$ 34,288.00
4	Hydroseeding	Acre	9.5	\$ 2,800.00	\$ 26,600.00	\$ 800.00	\$ 7,600.00	\$ 13,000.00	\$ 123,500.00	\$ 3,450.00	\$ 32,775.00	\$ 3,300.00	\$ 31,350.00	\$ 1,900.00	\$ 18,050.00	\$ 6,611.00	\$ 62,804.50	\$ 3,682.00	\$ 34,979.00
5	Clearing and Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 130,000.00	\$ 130,000.00	\$ 280,000.00	\$ 280,000.00	\$ 11,750.00	\$ 11,750.00	\$ 20,500.00	\$ 20,500.00	\$ 15,000.00	\$ 15,000.00	\$ 13,477.00	\$ 13,477.00	\$ 23,000.00	\$ 23,000.00
6	Removal of Structures and Obstructions	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 29,500.00	\$ 29,500.00	\$ 20,000.00	\$ 20,000.00	\$ 6,825.00	\$ 6,825.00	\$ 7,500.00	\$ 7,500.00	\$ 13,000.00	\$ 13,000.00	\$ 9,663.00	\$ 9,663.00	\$ 23,700.00	\$ 23,700.00
7	Removing Cement Conc. Sidewalk	SY	210	\$ 7.00	\$ 1,470.00	\$ 23.50	\$ 4,935.00	\$ 13.00	\$ 2,730.00	\$ 7.75	\$ 1,627.50	\$ 15.00	\$ 3,150.00	\$ 37.00	\$ 7,770.00	\$ 39.00	\$ 8,190.00	\$ 21.75	\$ 4,567.50
8	Removing Cement Conc. Curb and Gutter	LF	620	\$ 8.00	\$ 4,960.00	\$ 8.50	\$ 5,270.00	\$ 5.00	\$ 3,100.00	\$ 4.00	\$ 2,480.00	\$ 6.00	\$ 3,720.00	\$ 3.00	\$ 1,860.00	\$ 4.24	\$ 2,628.80	\$ 14.20	\$ 8,804.00
9	Removing Asphalt Conc. Pavement	SY	987	\$ 4.00	\$ 3,948.00	\$ 11.50	\$ 11,350.50	\$ 6.00	\$ 5,922.00	\$ 7.00	\$ 6,909.00	\$ 2.50	\$ 2,467.50	\$ 3.00	\$ 2,961.00	\$ 6.17	\$ 6,089.79	\$ 4.05	\$ 3,997.35
10	Sawcutting	LF	42	\$ 3.00	\$ 126.00	\$ 12.50	\$ 525.00	\$ 6.50	\$ 273.00	\$ 12.00	\$ 504.00	\$ 12.00	\$ 504.00	\$ 10.00	\$ 420.00	\$ 37.44	\$ 1,572.48	\$ 18.10	\$ 760.20
11	Fill Material Incl. Load & Haul and Site Management	CY	93000	\$ 9.00	\$ 837,000.00	\$ 14.65	\$ 1,362,450.00	\$ 16.00	\$ 1,488,000.00	\$ 13.45	\$ 1,250,850.00	\$ 10.00	\$ 930,000.00	\$ 12.00	\$ 1,116,000.00	\$ 17.00	\$ 1,581,000.00	\$ 11.65	\$ 1,083,450.00
12	CSBC incl. Haul	TN	200	\$ 28.00	\$ 5,600.00	\$ 74.50	\$ 14,900.00	\$ 95.00	\$ 19,000.00	\$ 42.00	\$ 8,400.00	\$ 7.00	\$ 1,400.00	\$ 35.00	\$ 7,000.00	\$ 57.00	\$ 11,400.00	\$ 49.70	\$ 9,940.00
13	Contaminated Soil Excavation & Disposal, Incl. Haul	CY	1500	\$ 72.00	\$ 108,000.00	\$ 230.00	\$ 345,000.00	\$ 170.00	\$ 255,000.00	\$ 188.75	\$ 283,125.00	\$ 196.00	\$ 294,000.00	\$ 140.00	\$ 210,000.00	\$ 159.00	\$ 238,500.00	\$ 163.57	\$ 245,355.00
14	Pulverize Bitumous Pavement	SY	14000	\$ 1.50	\$ 21,000.00	\$ 1.50	\$ 21,000.00	\$ 2.00	\$ 28,000.00	\$ 1.30	\$ 18,200.00	\$ 1.30	\$ 18,200.00	\$ 0.50	\$ 7,000.00	\$ 3.17	\$ 44,380.00	\$ 1.30	\$ 18,200.00
15	Adjust MH	EA	3	\$ 800.00	\$ 2,400.00	\$ 5,000.00	\$ 15,000.00	\$ 2,150.00	\$ 6,450.00	\$ 2,250.00	\$ 6,750.00	\$ 1,850.00	\$ 5,550.00	\$ 1,000.00	\$ 3,000.00	\$ 6,394.34	\$ 19,183.02	\$ 2,425.00	\$ 7,275.00
16	Adjust CB	EA	7	\$ 800.00	\$ 5,600.00	\$ 3,250.00	\$ 22,750.00	\$ 2,150.00	\$ 15,050.00	\$ 2,050.00	\$ 14,350.00	\$ 1,600.00	\$ 11,200.00	\$ 1,000.00	\$ 7,000.00	\$ 5,229.00	\$ 36,603.00	\$ 1,675.00	\$ 11,725.00
17	Adjust MW	EA	6	\$ 350.00	\$ 2,100.00	\$ 1,350.00	\$ 8,100.00	\$ 750.00	\$ 4,500.00	\$ 1,150.00	\$ 6,900.00	\$ 1,500.00	\$ 9,000.00	\$ 525.00	\$ 3,150.00	\$ 4,466.00	\$ 26,796.00	\$ 563.75	\$ 3,382.50
18	Abandon MW	EA	6	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 2,700.00	\$ 16,200.00	\$ 2,400.00	\$ 14,400.00	\$ 1,000.00	\$ 6,000.00	\$ 450.00	\$ 2,700.00	\$ 3,350.00	\$ 20,100.00	\$ 816.00	\$ 4,896.00
19	Adjust Gas Wire Box/Valve Can	EA	1	\$ 350.00	\$ 350.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 900.00	\$ 900.00	\$ 525.00	\$ 525.00	\$ 600.00	\$ 600.00	\$ 36,044.00	\$ 36,044.00	\$ 3,020.00	\$ 3,020.00
20	Abandon MH	EA	2	\$ 500.00	\$ 1,000.00	\$ 2,350.00	\$ 4,700.00	\$ 1,000.00	\$ 2,000.00	\$ 775.00	\$ 1,550.00	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 800.00	\$ 2,148.00	\$ 4,296.00	\$ 2,425.00	\$ 4,850.00
21	Abandon CB	EA	12	\$ 500.00	\$ 6,000.00	\$ 725.00	\$ 8,700.00	\$ 1,000.00	\$ 12,000.00	\$ 775.00	\$ 9,300.00	\$ 1,000.00	\$ 12,000.00	\$ 400.00	\$ 4,800.00	\$ 2,519.00	\$ 30,228.00	\$ 725.00	\$ 8,700.00
22	Cut & Cap Water - Remove Hydrant & Sample Station	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,600.00	\$ 4,600.00	\$ 4,950.00	\$ 4,950.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,334.00	\$ 15,334.00	\$ 4,656.00	\$ 4,656.00
23	Removal of Chain link Fence	LF	650	\$ 7.00	\$ 4,550.00	\$ 11.50	\$ 7,475.00	\$ 5.00	\$ 3,250.00	\$ 11.00	\$ 7,150.00	\$ 6.00	\$ 3,900.00	\$ 6.00	\$ 3,900.00	\$ 5.73	\$ 3,724.50	\$ 13.56	\$ 8,814.00
24	Replacement of Chain link Fence	LF	660	\$ 28.50	\$ 18,810.00	\$ 70.00	\$ 46,200.00	\$ 45.00	\$ 29,700.00	\$ 38.00	\$ 25,080.00	\$ 36.50	\$ 24,090.00	\$ 42.00	\$ 27,720.00	\$ 47.37	\$ 31,264.20	\$ 46.22	\$ 30,505.20
25	Removal & Replacement of 28' Swinging Gate	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,200.00	\$ 3,200.00	\$ 4,400.00	\$ 4,400.00	\$ 4,466.00	\$ 4,466.00	\$ 4,400.00	\$ 4,400.00



Jeffrey A. Laycock

Subtotal	\$ 1,116,014.00	\$ 2,180,955.50	\$ 2,895,475.00	\$ 1,899,075.50	\$ 1,472,756.50	\$ 1,678,131.00	\$ 2,399,669.29	\$ 1,642,064.75
WSST	\$ 104,905.32	\$ 205,009.82	\$ 272,174.65	\$ 178,513.10	\$ 138,439.11	\$ 157,744.31	\$ 225,568.91	\$ 154,354.09
Base Bid	\$ 1,220,919.32	\$ 2,385,965.32	\$ 3,167,649.65	\$ 2,077,588.60	\$ 1,611,195.61	\$ 1,835,875.31	\$ 2,625,238.20	\$ 1,796,418.84

*Bid Documents	
Math error Bid Item #4 (\$3,305.50)	
Original	\$ 2,402,974.79
	\$ 225,879.63
	\$ 2,628,854.42



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Sam Adlington, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award – Mother Nature’s Window

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Mother Nature’s Window, Phase 1 of the Park Restoration contract with Matia Contractors, Inc.

SUMMARY:

The Mother Nature's Window, Phase 1 of the Park Restoration Project will include construction of a new park access driveway off of 55th Ave NE, a parking lot, sidewalks, stormwater management facilities, site lighting, trail improvements, landscaping, irrigation, signage, and site furnishings with the goal of reestablishing public access to the Mother Nature's Window Park, located at 9623 55th Ave NE, in Marysville Washington.

The project was advertised on May 7 and May 14, 2025, with bids opened on May 28, 2025. The City received eight bids as shown on the attached certified bid tabulation. The low responsive bidder was Matia Contractors, Inc. with a bid of \$1,339,188.16. The engineer's estimate for this project was \$1,311,462.33. References in the bid were reviewed and found to be satisfactory.

Staff recommend award to Matia Contractors, Inc. in the amount of \$1,339,186.16, including a ten (10) percent management reserve, in the amount of \$133,918.82, for a total construction allocation of \$1,473,106.98.

This project is funded in part by a \$750,000 grant received from the Department of Housing and Urban Development (HUD). Funds received from HUD are utilized to reimburse the City for the cost of consulting and engineering services associated with master planning for the park and engineering services for the project, with the remainder of the grant funds going to the construction phase of the project. A summary of the planned project expenditure is below: Total Construction Allocation \$1,473,106.98

HUD Grant – Estimated Remaining Funds: (\$ 455,872.00)

Total City Funds: \$1,017,234.98

The total cost of the project exceeds the allocated budget. A future budget amendment will be provided to address the overage.

ATTACHMENTS:

[P1503_Draft Contract_Matia.pdf](#)

[P1503_MNWP_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 Matia Contractors, Inc., a profit corporation, organized under the laws of the State of Washington, located and doing business at 2112 Buchanan Loop, Ferndale, WA 98248, (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:

MOTHER NATURE’S WINDOW PARK, PHASE 1 OF THE PARK RESTORATION

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. 2025 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.** Physical completion shall be achieved within 90 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 one million, three hundred, thirty nine thousand, one hundred eighty eight dollars and sixteen cents (\$1,339,188.16) 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 May 28, 2025. 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 by Joel Laurance (Contractor Representative) on behalf of the Contractor and by Sam Adlington (City Representative) on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:

Matia Contractors, Inc.
Attn: Joel Laurance
2112 Buchanan Loop
Ferndale, WA 98248

City:

City of Marysville
Public Works – Attn: Sam Adlington
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.

- VIII. DEBARMENT.** By signing this contract, Contractor certifies that it is not presently debarred or proposed for debarment, suspended, or otherwise excluded by any state or federal department or agency from participating in transactions. Contractor agrees to refrain from hiring any subcontractor or employee who is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions. Contractor must immediately notify the City if it or any subcontractor or employee is proposed for debarment or is debarred during the term of this Contract. The City may terminate this Contract if the Contractor, a subcontractor, or employee is debarred, proposed for debarment, suspended, or otherwise excluded by a state or federal department or agency from participating in transactions.

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

City of Marysville

Mother Nature's Window Park, Phase 1 of the Park Restoration

Form Rev. 12/2024

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DATED _____

CITY OF MARYSVILLE

By: _____

Jon Nehring, Mayor

DATED _____

_____(CONTRACTOR)

By: _____

_____(Name)

Its: _____ (Title)

Attested/Authenticated:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

City of Marysville
Mother Nature's Window Park Project - Certified Bid Tabulation

Bid Opening: May 28, 2025 10:00am

				Engineer's Estimate		Colacurcio Brothers		Diverse Earthworks		Bayshore Construction		A1 Landscaping & Construction		Matia Contractors		Marshbank Construction		Ryatt Construction		Excavation West	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Minor Changes	1	LS	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 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	Record Drawings, (minimum bid \$2,000)	1	LS	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 164,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	Construction Surveying	1	LS	\$7,500.00	\$ 7,500.00	\$20,000.00	\$ 20,000.00	\$ 10,700.00	\$ 10,700.00	\$ 17,300.00	\$ 17,300.00	\$ 2,600.00	\$ 2,600.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 16,200.00	\$ 16,200.00	\$ 14,656.62	\$ 14,656.62
4	SPPC Plan	1	LS	\$1,000.00	\$ 1,000.00	\$2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,600.00	\$ 3,600.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 900.00	\$ 900.00
5	Mobilization	1	LS	\$88,100.00	\$ 88,100.00	\$150,000.00	\$ 150,000.00	\$ 51,850.00	\$ 51,850.00	\$150,000.00	\$ 150,000.00	\$ 98,000.00	\$ 98,000.00	\$ 31,500.00	\$ 31,500.00	\$122,000.00	\$ 122,000.00	\$ 50,000.00	\$ 50,000.00	\$145,216.19	\$ 145,216.19
6	Project Temporary Traffic Control	1	LS	\$10,000.00	\$ 10,000.00	\$5,000.00	\$ 5,000.00	\$2,500.00	\$ 2,500.00	\$6,000.00	\$ 6,000.00	\$20,000.00	\$ 20,000.00	\$17,250.00	\$ 17,250.00	\$20,000.00	\$ 20,000.00	\$19,312.49	\$ 19,312.49	\$4,430.00	\$ 4,430.00
7	Clearing and Grubbing	1	LS	\$23,000.00	\$ 23,000.00	\$118,000.00	\$ 118,000.00	\$129,662.60	\$ 129,662.60	\$ 70,000.00	\$ 70,000.00	\$35,000.00	\$ 35,000.00	\$80,000.00	\$ 80,000.00	\$25,000.00	\$ 25,000.00	\$119,115.01	\$ 119,115.01	\$113,565.00	\$ 113,565.00
8	Clearing of Maintenance Road	1	LS	\$13,000.00	\$ 13,000.00	\$20,000.00	\$ 20,000.00	\$ 38,763.96	\$ 38,763.96	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,500.00	\$ 13,500.00	\$ 25,000.00	\$ 25,000.00	\$ 42,075.05	\$ 42,075.05	\$ 12,940.00	\$ 12,940.00
9	Selective Clearing	1	LS	\$28,000.00	\$ 28,000.00	\$25,000.00	\$ 25,000.00	\$ 25,953.47	\$ 25,953.47	\$102,000.00	\$ 102,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,200.00	\$ 17,200.00	\$ 10,000.00	\$ 10,000.00	\$ 27,600.00	\$ 27,600.00	\$ 10,320.00	\$ 10,320.00
10	Decomposition of Existing Trail to be Removed	8082	SF	\$2.40	\$ 19,396.80	\$3.50	\$ 28,287.00	\$ 5.54	\$ 44,774.28	\$ 10.00	\$ 80,820.00	\$ 1.00	\$ 8,082.00	\$ 1.15	\$ 9,294.30	\$ 2.00	\$ 16,164.00	\$ 2.54	\$ 20,528.28	\$ 0.95	\$ 7,677.90
11	Removal of Structures and Obstructions	1	LS	\$21,000.00	\$ 21,000.00	\$30,000.00	\$ 30,000.00	\$ 13,107.50	\$ 13,107.50	\$ 8,000.00	\$ 8,000.00	\$112,000.00	\$ 112,000.00	\$ 14,500.00	\$ 14,500.00	\$ 25,000.00	\$ 25,000.00	\$ 13,578.35	\$ 13,578.35	\$ 20,273.00	\$ 20,273.00
12	Common Borrow Incl. Haul	1900	CY	\$25.00	\$ 47,500.00	\$60.00	\$ 114,000.00	\$ 69.97	\$ 132,943.00	\$ 50.00	\$ 95,000.00	\$ 51.00	\$ 96,900.00	\$ 54.50	\$ 103,550.00	\$ 50.00	\$ 95,000.00	\$ 45.00	\$ 85,500.00	\$ 36.77	\$ 69,863.00
13	CSTC	310	TON	\$45.00	\$ 13,950.00	\$70.00	\$ 21,700.00	\$ 70.25	\$ 21,777.50	\$ 60.00	\$ 18,600.00	\$ 55.00	\$ 17,050.00	\$ 54.00	\$ 16,740.00	\$ 75.00	\$ 23,250.00	\$ 55.00	\$ 17,050.00	\$ 61.31	\$ 19,006.10
14	CSBC	1030	TON	\$45.00	\$ 46,350.00	\$55.00	\$ 56,650.00	\$ 44.56	\$ 45,896.80	\$ 60.00	\$ 61,800.00	\$ 51.00	\$ 52,530.00	\$ 48.00	\$ 49,440.00	\$ 75.00	\$ 77,250.00	\$ 55.00	\$ 56,650.00	\$ 37.81	\$ 38,944.30
15	Asphalt Treated Base, PG XX-XX	470	TON	\$100.00	\$ 47,000.00	\$138.00	\$ 64,860.00	\$ 145.80	\$ 68,526.00	\$ 130.00	\$ 61,100.00	\$ 155.00	\$ 72,850.00	\$ 156.00	\$ 73,320.00	\$ 126.00	\$ 59,220.00	\$ 168.00	\$ 78,960.00	\$ 147.23	\$ 69,198.10
16	Commercial HMA	260	TON	\$130.00	\$ 33,800.00	\$180.00	\$ 46,800.00	\$ 151.20	\$ 39,312.00	\$ 130.00	\$ 33,800.00	\$ 178.00	\$ 46,280.00	\$ 151.00	\$ 39,260.00	\$ 165.00	\$ 42,900.00	\$ 168.00	\$ 43,680.00	\$ 150.05	\$ 39,013.00
17	Decorative Trench Drain	70	LF	\$200.00	\$ 14,000.00	\$550.00	\$ 38,500.00	\$ 362.66	\$ 25,386.20	\$ 350.00	\$ 24,500.00	\$ 390.00	\$ 27,300.00	\$ 415.00	\$ 29,050.00	\$ 370.00	\$ 25,900.00	\$ 403.96	\$ 28,277.20	\$ 234.80	\$ 16,436.00
18	Dispersion Trench	407	LF	\$60.00	\$ 24,420.00	\$110.00	\$ 44,770.00	\$ 47.82	\$ 19,462.74	\$ 100.00	\$ 40,700.00	\$ 77.00	\$ 31,339.00	\$ 47.00	\$ 19,129.00	\$ 70.00	\$ 28,490.00	\$ 71.73	\$ 29,194.11	\$ 25.40	\$ 10,337.80
19	Erosion Control and Water Pollution Prevention	1	LS	\$43,000.00	\$ 43,000.00	\$60,000.00	\$ 60,000.00	\$ 53,785.40	\$ 53,785.40	\$ 67,000.00	\$ 67,000.00	\$ 35,870.00	\$ 35,870.00	\$ 52,500.00	\$ 52,500.00	\$ 33,000.00	\$ 33,000.00	\$ 52,303.53	\$ 52,303.53	\$ 106,968.00	\$ 106,968.00
20	PSIPE Acer circinnatum (1 gallon)	2	EA	\$15.00	\$ 30.00	\$15.00	\$ 30.00	\$ 22.00	\$ 44.00	\$ 20,000.00	\$ 40,000.00	\$ 18.00	\$ 36.00	\$ 18.00	\$ 36.00	\$ 14.00	\$ 28.00	\$ 28.00	\$ 56.00	\$ 112.00	\$ 224.00
21	PSIPE Acer macrophyllum (3" caliper)	7	EA	\$850.00	\$ 5,950.00	\$660.00	\$ 4,620.00	\$ 715.00	\$ 5,005.00	\$ 550.00	\$ 3,850.00	\$ 750.00	\$ 5,250.00	\$ 500.00	\$ 3,500.00	\$ 616.00	\$ 4,312.00	\$ 715.00	\$ 5,005.00	\$ 535.00	\$ 3,745.00
22	PSIPE Alnus rubra (2 gallon)	4	EA	\$25.00	\$ 100.00	\$25.00	\$ 100.00	\$ 27.50	\$ 110.00	\$ 25.00	\$ 100.00	\$ 22.00	\$ 88.00	\$ 23.00	\$ 92.00	\$ 24.00	\$ 96.00	\$ 27.50	\$ 110.00	\$ 70.23	\$ 280.92
23	PSIPE Amelanchier alnifolia (1 gallon)	5	EA	\$15.00	\$ 75.00	\$13.00	\$ 65.00	\$ 21.60	\$ 108.00	\$ 20.00	\$ 100.00	\$ 18.00	\$ 90.00	\$ 18.00	\$ 90.00	\$ 13.00	\$ 65.00	\$ 22.00	\$ 110.00	\$ 21.00	\$ 105.00
24	PSIPE Aquilegia formosa (1 gallon)	5	EA	\$15.00	\$ 75.00	\$15.00	\$ 75.00	\$ 22.00	\$ 110.00	\$ 21.00	\$ 105.00	\$ 18.00	\$ 90.00	\$ 19.00	\$ 95.00	\$ 14.00	\$ 70.00	\$ 22.00	\$ 110.00	\$ 21.00	\$ 105.00
25	PSIPE Aruncus dioicus (1 gallon)	3	EA	\$15.00	\$ 45.00	\$15.00	\$ 45.00	\$ 24.20	\$ 72.60	\$ 22.00	\$ 66.00	\$ 18.00	\$ 54.00	\$ 20.00	\$ 60.00	\$ 14.00	\$ 42.00	\$ 24.20	\$ 72.60	\$ 21.00	\$ 63.00
26	PSIPE Athyrium filix-femina (1 gallon)	3	EA	\$14.00	\$ 42.00	\$15.00	\$ 45.00	\$ 24.20	\$ 72.60	\$ 21.00	\$ 63.00	\$ 18.00	\$ 54.00	\$ 19.00	\$ 57.00	\$ 14.00	\$ 42.00	\$ 24.20	\$ 72.60	\$ 21.00	\$ 63.00
27	PSIPE Carex leptopoda (10 cu. in. plug)	76	EA	\$6.00	\$ 456.00	\$15.00	\$ 1,140.00	\$ 15.40	\$ 1,170.40	\$ 15.00	\$ 1,140.00	\$ 10.00	\$ 760.00	\$ 12.00	\$ 912.00	\$ 14.00	\$ 1,064.00	\$ 15.40	\$ 1,170.40	\$ 13.27	\$ 1,008.52
28	PSIPE Cornus nuttallii (15 gallon)	3	EA	\$340.00	\$ 1,020.00	\$400.00	\$ 1,200.00	\$ 401.50	\$ 1,204.50	\$ 200.00	\$ 600.00	\$ 220.00	\$ 660.00	\$ 180.00	\$ 540.00	\$ 380.00	\$ 1,140.00	\$ 401.50	\$ 1,204.50	\$ 535.00	\$ 1,605.00
29	PSIPE Cornus sericea ssp. sericea (1 gallon)	20	EA	\$20.00	\$ 400.00	\$15.00	\$ 300.00	\$ 22.00	\$ 440.00	\$ 20.00	\$ 400.00	\$ 16.00	\$ 320.00	\$ 18.00	\$ 360.00	\$ 14.00	\$ 280.00	\$ 22.00	\$ 440.00	\$ 21.00	\$ 420.00
30	PSIPE Corylus cornuta (1 gallon)	15	EA	\$15.00	\$ 225.00	\$15.00	\$ 225.00	\$ 22.00	\$ 330.00	\$ 21.00	\$ 315.00	\$ 18.00	\$ 270.00	\$ 19.00	\$ 285.00	\$ 14.00	\$ 210.00	\$ 22.00	\$ 330.00	\$ 21.00	\$ 315.00
31	PSIPE Crataegus douglasii (15 gallon)	5.00	EA	\$22.00	\$ 110.00	\$400.00	\$ 2,000.00	\$ 275.00	\$ 1,375.00	\$ 200.00	\$ 1,000.00	\$ 225.00	\$ 1,125.00	\$ 180.00	\$ 900.00	\$ 379.00	\$ 1,895.00	\$ 275.00	\$ 1,375.00	\$ 535.00	\$ 2,675.00
32	PSIPE Deschampsia cespitosa (10 cu. in. plug)	76	EA	\$6.00	\$ 456.00	\$15.00	\$ 1,140.00	\$ 15.40	\$ 1,170.40	\$ 15.00	\$ 1,140.00	\$ 10.00	\$ 760.00	\$ 12.00	\$ 912.00	\$ 14.00	\$ 1,064.00	\$ 15.40	\$ 1,170.40	\$ 13.27	\$ 1,008.52
33	PSIPE Dicentra formosa (1 gallon)	4	EA	\$15.00	\$ 60.00	\$15.00	\$ 60.00	\$ 24.20	\$ 96.80	\$ 22.00	\$ 88.00	\$ 18.00	\$ 72.00	\$ 20.00	\$ 80.00	\$ 14.00	\$ 56.00	\$ 24.20	\$ 96.80	\$ 21.00	\$ 84.00
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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Jim Lawless, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement with Marysville School District for School Resource Officers

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with Marysville School District.

SUMMARY: This is the annual renewal of the long-standing agreement between the City of Marysville and the Marysville School District, which calls for the police department to provide officers during the school year to be assigned as the School Resource Officers. For the 2025-2026 school year, the district shall pay the City \$138,340 to off-set salary and benefits for one of the two officers.

ATTACHMENTS:

[MPD and MSD Interlocal for 2025-2026.pdf](#)

Marysville School District No. 25
And
City of Marysville
School Resource Officer Agreement
2025-2026 School Year

This agreement made by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District) is effective as of the date of the last signature below

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, the Marysville School District agrees to provide funding for School Resource Officers as set forth in this agreement, unless terminated according to this agreement.

Now Therefore it is Mutually Agreed As Follows:

1. Purpose

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigation, deter,

and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The parties agree that the School Resource Officers (SROs) will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the School District administrators unless the violation or misbehavior involves criminal conduct.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the officers to be assigned to the schools in consultation with the school administration. The officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the officers while school is in session will be mutually agreed upon by the school administration, and the officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall make a payment to the City due within 30 days of the commencement of services for the upcoming school year and receipt of the City's invoice. The payment represents the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the salary and benefits for the SROs for the school year as set forth in Exhibit A. The parties intend that two officers will be assigned as SRO's and that the School District will pay for one (1) officer for the 2025-2026 school year. The City will notify the School District of the cost of the salary/benefits for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2025-2026 school year shall be in accordance with the payment schedule attached as Exhibit A. The City and the School District shall engage in discussions regarding continuing the program for subsequent school years.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be “education records” within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the “education record” definition by federal regulation. When such notes, records, and other documents fall within the definition of an “education record,” such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student’s parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student’s personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student’s parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent’s designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the

negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11. Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12. Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13. Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from the effective date until the School District makes payment in full for both school years covered by this agreement.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor Jon Nehring



Superintendent Deborah Rumbaugh

Date: _____

Date: 5/20/25

Attest:

Tina Brock, City Clerk

Approved as to form:

City Attorney Jon Walker

Exhibit A
Marysville School District No. 25
and
City of Marysville
School Resource Officers Agreement

Payment Schedule Addendum

2025-2026 School Year

One (1) SRO

Cost for 2025-2026 School Year (salary and benefits)	\$138,340
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Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Margaret Vanderwalker, Police

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal with the Snohomish Regional Drug Task Force and the Marysville Police Department.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the agreement with the Snohomish Regional Drug Task Force.

SUMMARY: We are requesting that the updated annual Interlocal between the SRDTF and the Marysville Police Department be signed. This has been approved by legal and is ready for signatures.

ATTACHMENTS:
[2025 SRDTF ILA.pdf](#)

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 24-529

APPROVING THE INTERLOCAL AGREEMENT CONTINUING
THE SNOHOMISH REGIONAL DRUG TASK FORCE

WHEREAS, since 1988, Snohomish County, and multiple cities and towns ("Participating Jurisdictions") located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region ("Snohomish Regional Drug Task Force" or "Task Force"). The Task Force has operated on a continuous basis since 1988 under a series of Interlocal Agreements; and

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, each Participating Jurisdiction is authorized to perform each service contemplated in the Interlocal Agreement;

NOW, THEREFORE, ON MOTION, the County Council hereby approves the Interlocal Agreement continuing the Snohomish Regional Drug Task Force, attached as Exhibit A, and authorizes the County Executive to sign the Interlocal Agreement.

PASSED this 22nd day of January, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG TASK FORCE

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	Washington Dept. of Corrections
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

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

1 DEFINITIONS

1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, who is a party to this agreement.

1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that also assigns at least one full-time employee to the Task Force.

2 TASK FORCE TERM AND PURPOSE

2.1 The term of this Agreement (“Term”) shall begin on January 1, 2025 (“Effective Date”), and continue through December 31, 2025, unless earlier terminated or modified as provided in this Agreement.

- 2.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend for this Agreement to create a separate legal entity subject to suit.
- 2.3 The Task Force goals are to:
- a. Reduce the number of drug traffickers in the communities of Snohomish County through professional investigation, apprehension, and conviction;
 - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
 - c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
 - d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 2.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.
- 2.5 The Task Force will implement operations, including:
- a. Development of intelligence,

- b. Target identification,
 - c. Investigation,
 - d. Arrest of Suspects,
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition.
- 2.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

3 ORGANIZATION

- 3.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 3.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office ("SCSO"), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.
- 3.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting

Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 3.4 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees. When a Participating or Contributing Jurisdiction is considering the assignment of new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection of the assigned personnel.
- 3.5 Employees assigned to the Task Force are subject to and responsible for following the published policies and procedures of the Task Force. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.
- 3.6 The Commander, at his or her discretion, may select an individual from assigned Contributing Jurisdiction personnel to fill any of the following positions:

Detection Canine Handler, Financial Investigations, and Technology Investigation.

4 GOVERNANCE

4.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel their jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for

appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

5 TASK FORCE BUDGET

- 5.1 The 2025 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 5.2 The SCSO will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. If the Task Force budget increases any Participating Jurisdictions funding obligation by more than three percent (3%) from the prior year, the budget must be approved by the Executive Board before submission to the Participating Jurisdictions. Any special assessments must be approved by the Executive Board.
- 5.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year

including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

5.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

5.5 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

5.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

6 GENERAL ADMINISTRATION

- 6.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 6.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 6.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

- 6.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 12 of this Agreement.

7 ASSET FORFEITURE

- 7.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.
- 7.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.
- 7.3 Federal Forfeiture.
- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.

- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 7.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code. The parties intend

that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 7.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

7.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percent, listed in Exhibit C.

- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10).

8 ACQUISITION AND USE OF EQUIPMENT

- 8.1 For purposes of this Agreement, the term “Equipment” shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 8.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 8.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.
- 8.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 8.5 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

9 MODIFICATION

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

10 NONDISCRIMINATION

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11 TERMINATION OF AGREEMENT

11.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 7 of this Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

11.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

12 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

13 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

14 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to Section 6.3, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

15 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 17, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

16 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

17 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

18 NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff
Drug Task Force Commander
3000 Rockefeller Ave. M/S 706
Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the state of Washington

By: **Klein, Ken** Digitally signed by Klein, Ken
Date: 2025.01.23 11:55:01
+08'00'
Name: Ken Klein
Title: Executive Director

Recommended for approval:

By:  #1210
Susanna Johnson
Snohomish County Sheriff

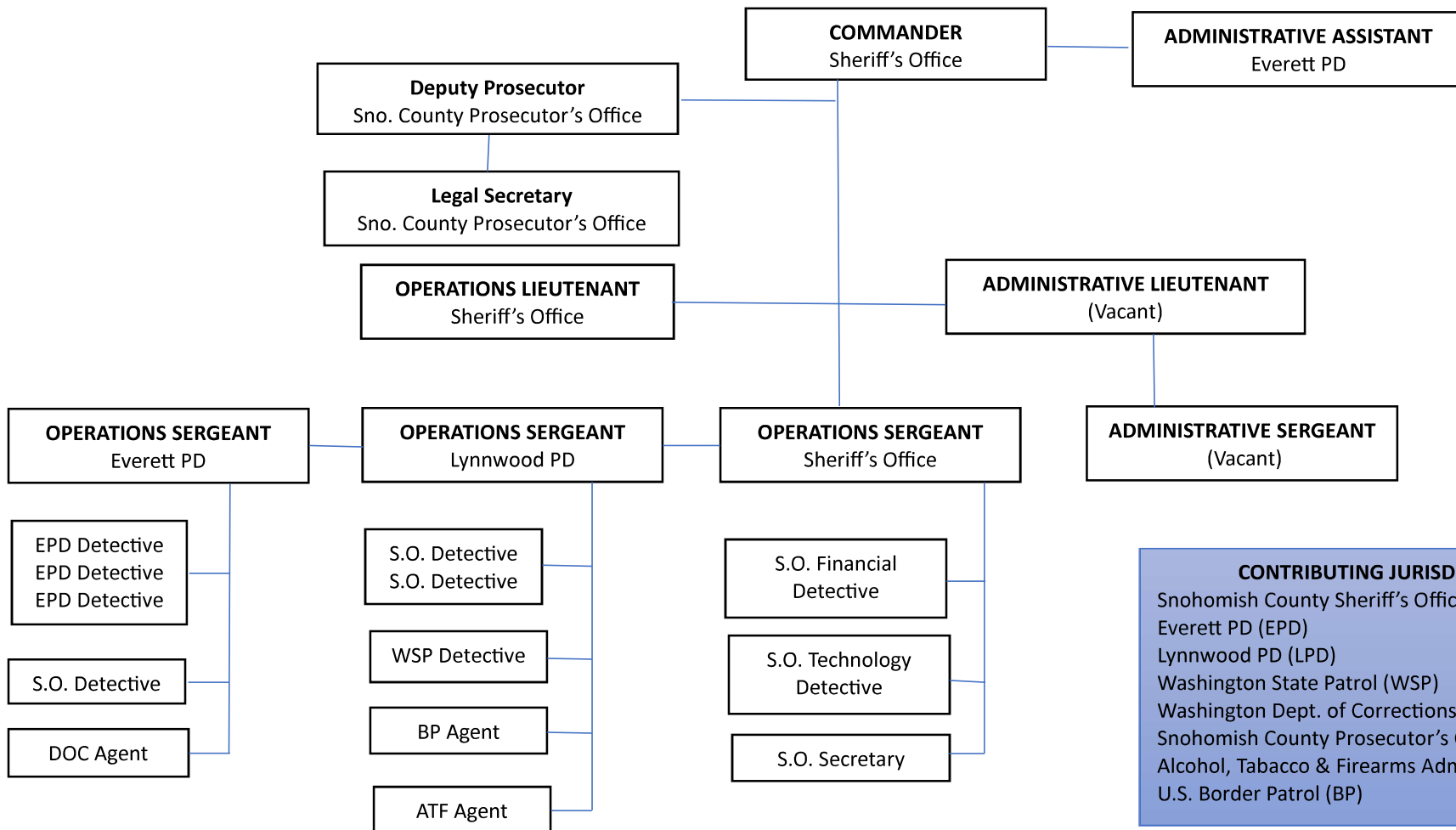
Approved as to Form:

Downs, Lyndsey Digitally signed by Downs,
Lyndsey
Date: 2024.12.04 09:43:54 -08'00'
Deputy Prosecuting Attorney

**SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT
EXHIBIT A**

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,
Snohomish County Prosecuting Attorney, City of Everett City Attorney



CONTRIBUTING JURISDICTIONS:

Snohomish County Sheriff's Office (S.O.)
Everett PD (EPD)
Lynnwood PD (LPD)
Washington State Patrol (WSP)
Washington Dept. of Corrections (DOC)
Snohomish County Prosecutor's Office
Alcohol, Tobacco & Firearms Administration (ATF)
U.S. Border Patrol (BP)

EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2025 – December 31, 2025

EVERETT POLICE DEPARTMENT

1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD- Vacant
Everett PD - Vacant
Everett PD - Vacant
Everett PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 K9 Detective
1 Support Staff

FUNDING

Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff – Vacant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff - Vacant
Snohomish County Sheriff – Vacant
Snohomish County Sheriff
Snohomish County Sheriff

LYNNWOOD POLICE DEPARTMENT

1 Sergeant
1 Detective

FUNDING

Lynnwood PD
Lynnwood PD – Vacant

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

.5 Support Staff

Snohomish County Prosecutor

1 Deputy Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON**FUNDING**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

Agency	Participants	E-Board Vote	Pent.	Notes
Everett PD	5	5	39%	
Snoh Co Sheriff's Off	7	7	54%	
Lynnwood PD	1	1	7%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

[April 1, 2024, Population of Cities, Towns and Counties \(wa.gov\)](https://www.wa.gov/population)

JURISDICTION	POPULATION April 1, 2024	PERCENTAGE	2025 ALLOCATION AMOUNT
Arlington	22,980	2.65%	\$ 5,686.00
Bothell	20,380	2.35%	\$ 5,042.00
Brier	6,600	0.76%	\$ 1,631.00
Darrington	1,515	0.17%	\$ 365.00
Edmonds	43,420	5.01%	\$ 10,749.00
Everett	114,800	13.24%	\$ 28,407.00
Gold Bar	2,310	0.27%	\$ 579.00
Granite Falls	4,775	0.55%	\$ 1,180.00
Index	160	0.02%	\$ 43.00
Lake Stevens	41,540	4.79%	\$ 10,277.00
Lynnwood	41,500	4.79%	\$ 10,277.00
Marysville	74,390	8.58%	\$ 18,409.00
Mill Creek	21,630	2.49%	\$ 5,342.00
Monroe	20,830	2.40%	\$ 5,149.00
Mountlake Terrace	24,260	2.80%	\$ 6,007.00
Mukilteo	21,590	2.49%	\$ 5,342.00
Snohomish	10,350	1.19%	\$ 2,553.00
Stanwood	8,865	1.02%	\$ 2,188.00
Sultan	7,160	0.83%	\$ 1,781.00
Snohomish County	378,045	43.60%	\$ 93,545.00
TOTALS:	867,100	100%	\$ 214,552.00

Commander Salary	\$ 231,702
Sergeant Salary	\$ -
Task Force Analyst Salary	\$ 26,850
Credit for (Commerce Grant Year End Balance 2024)	
Commander Baines	\$ (44,000)
ILA Contributions Allocations	\$ 214,552

Increase to Commanders Salary
2024 COLA increase of 4.51% retro back to Jan 1, 2024
2025 COLA increase of 3.63% effective Jan 1, 2025

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Skip Knutsen, Public Works

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Purchase Order - 2026 Peterbilt 548 Cab/Chassis & Loader Body for Asphalt Patch Truck

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order for a 2026 Peterbilt 548 Cab/Chassis and Loader Body in the amount of \$330,563.39 plus applicable sales tax, licensing and registration.

SUMMARY: The Fleet Services budget was appropriated budgeted funds to replace J016 – Patch Body Truck and M007 - Patch Body Loader, in the amount of \$360,269.00. This vehicle procurement is a cab and chassis plus loader body which will provide for maintenance of roadways and pothole repair. Procurement for this vehicle was completed through Sourcewell Contract #032824-PMC Peterbilt Motor Company and PB Loader Contract #080512-PBL

ATTACHMENTS:
[PO Binder - 2026 Peterbilt 548.pdf](#)



DOBBS PETERBILT

April 2, 2025

Mr. Bob Scott
Shop Foreman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #032824-PMC Peterbilt Motors Company and PB Loader Contract #080521-PBL.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Peterbilt 548 Asphalt Chassis

Following, please find the breakdown of the base prices and options:

-2026 Peterbilt 548 Chassis per the City of Marysville Specifications. List price \$165,559.00 * 15% sourcewell discount= \$24,883.85	\$ 140,675.15
-Floorplan cost of 180 days at \$21.11 per day	\$ 3,799.24
-Sub Total	<u>\$144,474.39</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-PB Loader Patch Truck Body	\$ 186,089.00
-Sub Total Truck and Body	<u>\$330,563.39</u>
-Washington State Sales Tax (9.6%)	<u>\$ 31,734.09</u>
-Total	<u>\$362,297.48</u> =====

An early pay discount of \$2,500.00 can be applied if payment is made on the chassis upon shipment to the body company. Purchase price of truck, if exercised is \$141,974.39.

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

23501 E Knox Ave
Liberty Lake, WA
99109
(509) 535-4241
FAX: (509) 536-3949
1-888-330-7383

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2

Flooring rates are subject to change if rates go up.

All prices are subject to additional Surcharges

Thank you for the opportunity to earn your business!

Ian Griffin

Ian Griffin
Refuse Sales
Dobbs Peterbilt



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

DATE	4/23/2025
PO #	F00019

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

Company Name:	Dobbs Peterbilt
Attention:	Ian Griffin
Street Address:	2800 136th Ave Court East
City, ST ZIP:	Sumner, WA 98390
Phone:	253-405-8495

Requested By:	Mark Cardon
Date Expected:	2025-2026
F.O.B. Point:	Marysville WA
Ship Via:	Driver
Equipment/Vehicle NO:	J082

SUBTOTAL	\$ 330,563.39
TAX	\$ -
SHIPPING	
OTHER	
TOTAL	\$ 330,563.39

Fleet Replacement of J016 & M007 per 2025-2026 Budget
Tax, Licensing and Registration to be paid by City of Marysville after purchase

Received By



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Bryan Milligan, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 7 to the Professional Services Agreement with Perteet, Inc. for the Riverwalk Project

SUMMARY:

Council approved the original Professional Service Agreement in April of 2023 and previous supplemental agreements through December of 2024 for a total funding allocation of \$239,587.00.

Supplemental No. 7 is the continuing effort to fill the Riverwalk parcels to an elevation above FEMA flood level for future development. Progress of the project has been impacted by the complex permitting required to allow filling of the site. This work included the application for shoreline, critical area, floodplain, and cultural resource approvals. This supplemental provides for additional effort and new cultural resource requirements to satisfy comments from reviewing agencies. Including additional delineation of jurisdictional ditch, responding to FEMA delays, revisions to shoreline enhancement plan and the requested additional cultural investigation; shovel probe along shoreline wetland and documentation of cultural significance of structures older than 50 years. (PW Building date to 1969)

Supplemental No. 7 to the PSA in the amount of \$14,595.50 is needed to complete permitting and gain the needed approvals to all intended phases of the Riverwalk improvements. The additional fee reflects the complex permitting and scale of effort needed to secure permitting and continually develop responsive documents consistent with that effort. This supplemental will bring the total funding allocation to \$254,182.50.

ATTACHMENTS:

[Perteet Supplemental No.7.pdf](#)

[Original Contract for Reference.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 7 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 7 (“Supplemental Agreement No. 7”) 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 Perteeet, Inc., a Washington State for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk project, site clearing and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond that of the current approved scope of work and to provide compensation therefore;

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

- 1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be supplemented by Exhibit A-7, attached hereto and by this references made part of this Supplemental Agreement No. 7, and a part of the Original Agreement.
- 2. Section 2 of the Original Agreement, “TERM”, shall maintain the term of the Original Agreement to terminate at midnight on December 31, 2025.
- 3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$14,595.50 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$[New Total Amount] within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$239,587.00
Supplemental Agreement No.7	\$ 14,495.50
Grand Total	\$254,182.50

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED _____

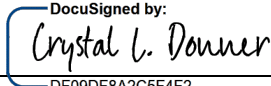
CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this 6/5/2025

PERTEET, INC.

By  _____
DF09DF8A2C5F4F2...

Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A SCOPE OF SERVICES City of Marysville Riverwalk Brownfields Redevelopment Supplement #7

INTRODUCTION

The City of Marysville is continuing its efforts to develop a mixed-use center on the public works properties located at 60 State Avenue and 80 Columbia Avenue, along the Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. This scope of services supplements Perteet's existing agreement with the City for additional and un-planned efforts needed to advance project permits and to complete the engineering requirements for City review and approval. The additional and un-planned effort was in response to late requests from FEMA, the Army Corps of Engineers, and the Department of Ecology for document revisions and additional studies.

Specifically, this supplement:

- Provides additional funds to Task 500 for:
 - Responding to Army Corps of Engineers' comments requiring additional delineation of the jurisdictional ditch on the west side of Columbia Avenue and updates to the application drawings for the Section 401 individual permit.
 - Responding to delays on the FEMA review and meeting with FEMA reviewers to clarify and re-document the "not likely to adversely affect determination."
 - Preparing shoreline enhancement plans to meet SMP requirements.
- Provides additional funds for Task 600 for:
 - Revising drainage memorandum
- Adds scope (see below) and fee for additional cultural resource studies required by the Army Corps of Engineers
- Adds scope (see below) and fee and identifies a new vendor to document the historic relevance the Public Works Building.

A fee estimate for the additional effort and new cultural resource requirements is included as Attachment 1.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

SUPPLEMENTAL SCOPE OF SERVICES

Since the project requires a permit from the Army Corps of Engineers (USACE), it constitutes a federal undertaking requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). As part of previous tasks under this agreement, Perteet completed a cultural resources overview assessment to support USACE review under Section 106. The USACE has requested additional documentation and a revised report before issuing permits for the project.

Task 506 – Cultural Resources Assessment (revised)

The Consultant will perform the following work elements to address the additional request from the USACE:

- Pedestrian survey and up to 2 shovel probes if suitable sampling locations are identified and photo documentation of
- Document, record, and evaluate the Marysville Public Works Offices building on parcel 30053300200100.
- Revise Cultural Resources Assessment report to incorporate results of fieldwork and update recommendations.

Assumptions:

- One (1) building more than 50 years old will be recorded and evaluated;
- If at any time human remains are encountered, work will cease, and notification of DAHP and affected tribes will proceed as directed by RCW 27-44;
- Treatment of any identified archaeological resources would be determined through consultation with DAHP, affected Tribes, and the USACE; and
- The report will undergo one (1) round of client review.

Deliverables:

- Historic Property Inventory Form, pdf included as appendix to the revised Cultural Resources Assessment Report
- Revised Cultural Resources Assessment Report, 1 pdf by email.

ATTACHMENT 1
Fee Estimate



Fee Worksheet

Project: Riverwalk Brownfields		NOTES		RATE TYPE		Standard																																						
Client: Marysville				Rate Year		2023																																						
Firm: Perteeet																																												
Role: Prime																																												
Project No.: 20230034.0000																																												
PM: Peter Battuello																																												
Date updated: 4/10/2025																																												
Resources:		Peter Battuello		Kern McGee	Andrea Bachman	Emily Parker	Cameo Kale	Andy Yim	Jennifer Groos	Donal Cales	Christina Wollman	Johonna Shea	Miranda Boyer																															
Classification		Director		Lead Engineer/ Manager	Sr. Environmental Scientist/ Manager	Senior Planner/ Cultural Resources Manager	Cultural Resources Specialist I	Planner III	Planner III	Lead Tech/ Designer	Senior Planner/ Cultural Resources Manager	Cultural Resources Specialist II	Clerical	Total Task Hours	Hourly Cost																													
Billing Rate		\$310.00		\$190.00	\$175.00	\$185.00	\$105.00	\$155.00	\$155.00	\$145.00	\$185.00	\$130.00	\$115.00																															
Total Hours		2		6	19	10	10	14	11	2	2	2	1	79																														
Total Labor Cost		\$620		\$1,140	\$3,325	\$1,850	\$1,050	\$2,170	\$1,705	\$290	\$370	\$260	\$115		\$ 12,895.00																													
TASK / PHASE																																												
0500 Environmental Permitting		1		0	19	10	10	0	11	0	2	2	0	55	\$ 8,870.00																													
502 SSDP					1									1	\$ 175.00																													
503 Permitting and Consulting		1			8				10					19	\$ 3,260.00																													
504 CLOMR-F					10						2			12	\$ 2,120.00																													
506 Cultural/Historical Assessment						10	10		1			2		23	\$ 3,315.00																													
0600 Grading Plan		1		6	0	0	0	14	0	2	0	0	1	24	\$ 4,025.00																													
SWPPP/NOI		1						14						15	\$ 2,480.00																													
Stormwater Report				6						2			1	9	\$ 1,545.00																													
Expenses																																												
<table><tr><td colspan="5">Expenses</td></tr><tr><td>Expense</td><td>Cost</td><td></td><td>Markup</td><td></td><td>Total</td></tr><tr><td>Mileage</td><td></td><td>\$56</td><td></td><td>1.0</td><td>\$56</td></tr><tr><td>NWV (Historical Archaeologist)</td><td></td><td>\$1,495</td><td></td><td>1.1</td><td>\$1,645</td></tr><tr><td colspan="4">Total Expenses</td><td></td><td>\$1,701</td></tr></table>																Expenses					Expense	Cost		Markup		Total	Mileage		\$56		1.0	\$56	NWV (Historical Archaeologist)		\$1,495		1.1	\$1,645	Total Expenses					\$1,701
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

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 Perteet, Inc., a Washington for profit corporation incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 2707 Colby Aveune, Suite 900, Everett WA 98201 ("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 shall commence on April 12, 2023 and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental 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 **Fifty-Seven Thousand Dollars (\$57,000)** 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.

SM (City Initials)

CLD (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 use initials to indicate No or Yes below.)*

 X 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
Gloria Hirashima, Chief Administrative Officer
501 Delta Avenue, Executive Department
Marysville WA 98270

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

PERTEET, INC.

Andrea Winder
2707 Colby Avenue
Everett, WA 98201

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 this 12th day of April, 20 23

CITY OF MARYSVILLE

By

Jon Nehring
Jon Nehring, Mayor

DATED this 11th day of April, 20 23

CONSULTANT

By

Crystal L. Donner

Crystal L. Donner

Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

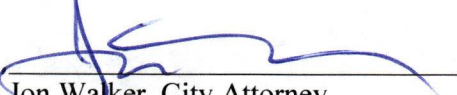

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Scope of Services

Marysville Brownfields Redevelopment Services
for the Public Works Property

March 2023

City of Marysville

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 80 Columbia Avenue and the former Interfor mill site, which is an adjacent parcel at 60 State Avenue. Perteet staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct-Push geoprobe. The Consultant will collect samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from each boring location. Collect one sediment sample from between 0-6" bgs and collect one surface water sample from the ditches along the eastern and western property boundaries.

¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table 1. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
P1	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P2	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-II	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate/Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids.

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\) | FEMA.gov](#).
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.

Legend

-  Boring Location
-  Surface Water Sampling Location
-  Proposed Piezometer
-  Monitoring Well



PERTEET



0 100 200
Feet

Limited Field Investigations - Public Works Property
80 Columbia Ave, Marysville WA

ATTACHMENT A
Perteet Fee Estimate

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Marysville Riverwalk Brownfields Redevelopment

Client: City of Marysville

Hourly Costs			
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<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	20	\$310.00	\$6,200
Sr Planner	10	\$185.00	\$1,850
Lead Planner	6	\$165.00	\$990
Planner II	32	\$145.00	\$4,640
Planner I	4	\$100.00	\$400
Sr Environmental Scientist	3	\$175.00	\$525
Lead Environmental Scientist	115	\$160.00	\$18,400
Accountant	4	\$125.00	\$500
Clerical	4	\$115.00	\$460
Cultural Resources Specialist II	16	\$130.00	\$2,080
Total Hourly Costs	214		\$36,045.00

Reimbursables	
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<u>Expenses</u>	<u>Amount</u>
Shepherds Hill LLC	\$10,560
Equipment Rental	\$413
Testing Services	\$8,239
Total Expenses	\$19,212.00

Contract Total	\$55,257.00
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Prepared By: Andrea L Winder

Date: April 4, 2023

EXHIBIT B
Subcontractors/Subconsultants

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

Shepherds Hill, LLC

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) 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 Perteet, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$4,535.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$61,535.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

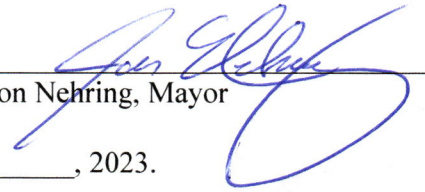
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Grand Total	\$61,535.00

3. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED this 6th day of July, 2023.

CITY OF MARYSVILLE

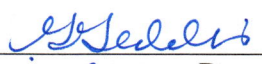
By 
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

PERTEET, INC.

By Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

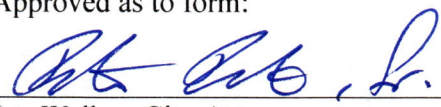

Jon Walker, City Attorney

EXHIBIT A-1
Scope of Services

INTRODUCTION

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PROPOSED SCOPE OF SERVICES

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For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
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¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table 1. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
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P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-11	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate/Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\) | FEMA.gov](#).
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.



ADDED SCOPE - June 8, 2023

Re: Supplement to Marysville Brownfield Redevelopment Services

A Professional Services Agreement (PSA) between City of Marysville (the City) and Perteet Inc. (Perteet) was entered into on April 12, 2023 for the continuation of environmental services and regulatory analysis to support the advancement of the planned waterfront development. Additional services **requested** beyond the approved scope of services in the original PSA to support the development discussions with the private partners. **Additional services were also required to meet the needs of the demolition team related to hazardous material abatement as described below:**

- Develop and submit a fill plan that will be used to inform the development team and provide a basis for the binding site plan and Shoreline Substantial Development Permit.
- Review and provide comments on development guidelines and environmental disclosures.
- Prepare the Environmental Disclosure document **to be used as part of Purchase and Sale agreements.**
- Additional meeting for June 14, 2023.
- Attend abatement pre-bid walk for the 60 State Avenue sites, reviewed asbestos surveys, sampled additional suspect ACM, submitted suspect ACM samples to the lab, consult with client on guidance for Universal Waste and CFC's, and provided client email summary and letter with results of suspect ACM to provide to contractors.
- An additional day of field effort required following drilling to sample groundwater due to insufficient water recharge at well locations.
- Installation of the Piezometer by Holocene (original contract identified the City "excavates/backfills the Piezometer well").

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Supplement to Marysville Brownfield Redevelopment Services

Client: City of Marysville

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	6	\$310.00	\$1,860
Planner II	3	\$145.00	\$435
Lead Environmental Scientist/Manager	14	\$160.00	\$2,240
Total Hourly Costs	23		\$4,535.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
	\$
Total Expenses	0

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
		\$	\$
Total In-House Costs			0

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
	\$		\$
Total Subconsultant Costs	0		0

Other

Management Reserve	\$0
Total Other Costs	\$ 0.00

Contract Total	\$4,535.00
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Prepared By: Andrea L Winder

Date: June 8, 2023

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

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 Perteet, Inc., a Washington for profit corporation incorporated in Washington], organized under the laws of the state of Washington, located and doing business at 2707 Colby Aveune, Suite 900, Everett WA 98201 ("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 shall commence on April 12, 2023 and shall terminate at midnight on December 31, 2024. The parties may extend the term of this Agreement by executing a written supplemental 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 **Fifty-Seven Thousand Dollars (\$57,000)** 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.

SM (City Initials)

CLD (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 use initials to indicate No or Yes below.)*

 X 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
Gloria Hirashima, Chief Administrative Officer
501 Delta Avenue, Executive Department
Marysville WA 98270

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

PERTEET, INC.

Andrea Winder
2707 Colby Avenue
Everett, WA 98201

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 this 10th day of April, 20 23

CITY OF MARYSVILLE

By

Jon Nehring
Jon Nehring, Mayor

DATED this 11th day of April, 20 23

CONSULTANT

By

Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Scope of Services

Marysville Brownfields Redevelopment Services
for the Public Works Property

March 2023

City of Marysville

INTRODUCTION

The City of Marysville is embarking on the mixed-use development of the Ebey Waterfront. The current project is envisioned to be a mix of multi-unit housing, tournament sports facilities, and a hotel that will be constructed on the current City public works yard at 80 Columbia Avenue and the former Interfor mill site, which is an adjacent parcel at 60 State Avenue. Perteet staff have been assisting the City with site master planning and environmental compliance strategies for the waterfront properties over the past several years. This scope of services provides for the continuation of environmental services and regulatory analysis to support the advancement of the planned development. The objective of this scope of services is to gather additional information about current environmental conditions and assist with development of risk and cost sharing approaches that help the City advance the waterfront development.

PROPOSED SCOPE OF SERVICES

Task 100 – Limited Field Investigation

For over 12 years, the City has been collaborating with the Washington Department of Ecology (Ecology) on cleanup actions for the former Interfor mill site (Figure 1). In 2023, the City commissioned a Phase I Environmental Site Assessment for the approximately 7.35-acre northern portion of Snohomish County parcel 3005330020010, currently identified as the public works property located at 80 Columbia Avenue, in Marysville, WA (PW Parcel). The findings of the Phase I identified additional studies were needed to accurately define the presence and extent of soil and groundwater contamination at the PW Parcel. In 2019, the City completed a remedial investigation of the adjacent Interfor mill site. That investigation included some assessment of conditions at the PW Parcel. Based on the findings of the two investigations and the City's desire to advance development discussions with interested investors, Perteet proposes to implement Limited Field Investigations (LFI)¹ of the PW Parcel to further define contamination that would need to be addressed during construction of the planned development. The objective of this task is to perform soil and groundwater testing and preparation of a report of conditions that can be used to support the development discussions with the private partners.

Work Elements:

- Prepare and submit LFI planning documents to include the Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), and Site-Specific Health and Safety Plan (HASP).
- Solicit vendors to include: a driller (Direct-Push geoprobe), field equipment/supplies, and analytical laboratory.
- Perform private utility locate to identify utilities within the work area.
- Drilling contractor, under the direction of the Consultant, will perform environmental sample collection using a Direct-Push geoprobe. The Consultant will collect samples from up to five locations as shown on Figure 1.
- Collect one composite soil sample and one groundwater sample from each boring location. Collect one sediment sample from between 0-6" bgs and collect one surface water sample from the ditches along the eastern and western property boundaries.

¹ Limited Field Investigations are defined by EPA as studies to help confirm remediation objectives.

- Analyze samples using an Ecology-certified laboratory. Samples will be analyzed as shown in Table 1. Anticipated depth to groundwater and analyses are based on information in the remedial investigation report.
- Conduct a groundwater flow assessment to better define groundwater depth and flow direction across the PW Parcel. This is needed to reconcile groundwater flow regimes between the PW Parcel and the Interfor mill site and better understand when groundwater might be encountered during site development. The Consultant will measure groundwater elevations in five existing groundwater wells shown on Figure 1. The City will provide excavation to install a new piezometer at the southern end of the public works yard. The excavation will extend to 12 feet and be completed as a piezometer with two-inch PVC pipe surrounded by coarse sand and covered with silt. The Consultant will coordinate for a flush mount surface seal to be installed.
- Prepare a summary report that describes the LFI findings and provides recommendations to support independent remedial actions that will be planned during construction of the development. The report will discuss sampling and analysis findings and identify the nature of contamination that would likely be encountered during construction of the development.

Table 1. Sampling Summary.

No.	Data Objectives	Media	Analytes
P1	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P2	Assess potential releases from oil/water separator and truck wash.	Soil/Groundwater	Arsenic/TPH/Volatiles
P3	Assess releases to floor drains or sumps.	Soil/Groundwater	Arsenic/TPH/Volatiles
P4	Assess soil conditions near maintenance and storage.	Soil	Metals/TPH/General Chemistry ² /TSS ³
P5	Assess groundwater conditions near salt and de-ice storage.	Groundwater	General Chemistry/Metals/TSS
MWBG-11	Assess groundwater conditions at downgradient end of PW yard.	Groundwater	General Chemistry/Metals/TPH/TSS
DITCH 1	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals
DITCH 2	Sample water and sediment in ditch.	Surface Water/Sediment	General Chemistry/Metals

Assumptions:

- The City excavates/backfills the Piezometer well.
- Actions will be consistent with the independent remedial action approach presented to the City in December 2021 and March 2023
- LFI report will be completed within two weeks following receipt of final analytical reports.

Deliverables:

- Draft and Final Limited Field Investigation Report

² General Chemistry will be performed only on ground water samples and includes analyses for Chloride, Sulfate, Ammonia, Nitrate/Nitrite, Organic Carbon, Specific Conductance, Turbidity, Alkalinity, and Total Dissolved Solids.

³ TSS (Total Suspended Solids) analysis will be performed only on groundwater samples.

Task 200 – Additional Environmental Services

The objective of this task is to provide environmental services in support of the City's discussions with developers and to support the permitting of the project.

Work Elements:

- The City is demolishing several buildings along the Marysville Riverwalk. The Consultant will provide qualified staff to verify hazardous materials abatement of four buildings being demolished by City crews. This will include on-site inspection of abatement areas prior to removal of hazard containment areas.
- Prepare shoreline permit documentation for City to submit for planning review. This will include application form, site plan (provided by City), and descriptions of the project and anticipated shoreline impacts.
- Provide technical consultation on regulatory issues and review developer environmental submittals in support of Purchase and Sale Agreements (PSAs).
- Prepare RFQ and assist the City oversee 'hot spot' removals from the Interfor property.
- Determine Area of Potential Effect (APE) and provide an archaeological review of the properties to identify the permitting requirements and construction constraints.
- Develop and submit a floodplain plan identifying the appropriate flood protection elevations and FEMA insurance obligations for developing the property. This plan will provide recommendations on advancing the project through a FEMA Conditional Letter of Map Revision (CLOMR) process [Conditional Letter of Map Revision \(CLOMR\) | FEMA.gov](#).
- Additional environmental services as requested by the Client in support of Marysville Riverwalk development.

Assumptions:

- The project is eligible under the Downtown Master Plan Planned Action EIS. No SEPA is required.
- Abatement verification of four buildings.
- Abatement verification confirms adequacy of abatement in a single site visit/inspection.
- This task includes just the preparation of shoreline documentation for the City. No effort beyond the application documents is provided for in this scope of services.
- Archeological review includes WISSARD review and preliminary consultation with affected tribes. No on-site archeological survey or data collection is provided for in this scope of services.
- Technical consultation and review of developer submittals is limited to the labor hours included in the task budget.
- Requests for additional services will be performed on a time and materials basis. Additional effort will be agreed to with the Client before implementing additional services.

Deliverables:

- Written verification that abatement was completed in accordance with specifications
- Completed Shoreline Substantial Development Permit application
- Floodplain plan to be submitted to the City
- Summary of archeological review to be submitted to the City
- Meeting summaries

Task 300 – MTCA Risk Assignment

The development of the Marysville Riverwalk will involve the entitlement of new parcels that are affected by contaminated groundwater and distinct areas of soil contamination. The objective of this task is to develop environmental risk and cleanup cost allocation approaches to support negotiations with private investors. This task will be performed by Mr. William Chapman with support from Perteet staff. Specific tasks include:

- Site visit to assess site conditions and discuss the regulatory and cleanup liability strategy proposed for the development.
- Develop preliminary approaches for assigning environmental risk through the PSA, during construction and through the life of the development.
- Develop a preliminary cost allocation approach for additional costs associated with handling, transporting, treating, and disposing of contaminated media encountered during construction.
- Assess the extent of cleanup cost associated with the development of each parcel entitled as part of the development.
- Support the City in negotiating risk assignment and cost allocation during purchase and sale period.

Assumptions:

- One site visit and regulatory strategy meeting.
- Preliminary approaches for risk and cost allocation will be based on other development contracts for similar projects.
- Up to six hours of negotiation support.
- City legal staff or outside counsel will prepare legal agreements.

Deliverables:

- Preliminary approach summaries
- Meeting notes and recommended responses to developer comments on cost and risk allocation terms

Task 400 – Project Administration

The objective of this task is to provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work Elements:

- Internal project team coordination
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions (applies to all tasks):

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee schedule. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will last for six months.

Deliverables:

- Monthly progress reports and invoices

Limitations

Perteet's services shall be limited to those expressly set forth in this scope of services. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Scope of Services and any additional services authorized by amendment. Perteet reserves the right to shift funds within the contract between tasks, and between members of the Consultant Team during the prosecution of the work.

The proposed scope of work is designed consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The analyses and recommendations described in this scope of services are based on our review of available information at the time of preparing this scope of services. Therefore, the recommended work elements and associated fee estimate are based solely on the limits of information obtained and may be subject to change based on the revelation of new information that may come to light during the project.

Legend

-  Boring Location
-  Surface Water Sampling Location
-  Proposed Piezometer
-  Monitoring Well



PERTEET



0 100 200
Feet

Limited Field Investigations - Public Works Property
80 Columbia Ave, Marysville WA

ATTACHMENT A
Perteet Fee Estimate

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Marysville Riverwalk Brownfields Redevelopment

Client: City of Marysville

Hourly Costs			
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<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	20	\$310.00	\$6,200
Sr Planner	10	\$185.00	\$1,850
Lead Planner	6	\$165.00	\$990
Planner II	32	\$145.00	\$4,640
Planner I	4	\$100.00	\$400
Sr Environmental Scientist	3	\$175.00	\$525
Lead Environmental Scientist	115	\$160.00	\$18,400
Accountant	4	\$125.00	\$500
Clerical	4	\$115.00	\$460
Cultural Resources Specialist II	16	\$130.00	\$2,080
Total Hourly Costs	214		\$36,045.00

Reimbursables	
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<u>Expenses</u>	<u>Amount</u>
Shepherds Hill LLC	\$10,560
Equipment Rental	\$413
Testing Services	\$8,239
Total Expenses	\$19,212.00

Contract Total	\$55,257.00
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Prepared By: Andrea L Winder

Date: April 4, 2023

EXHIBIT B
Subcontractors/Subconsultants

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

Shepherds Hill, LLC

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) 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 Perteeet, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$86,357.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$147,892.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

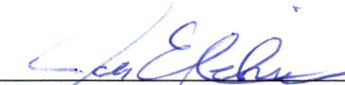
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$57,000.00
Supplemental Agreement No.1	\$4,535.00
Supplemental Agreement No. 2	\$86,357.00
Grand Total	\$147,892.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

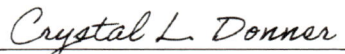
DATED this 8th day of Sept, 20 .

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this 8th day of September, 2023.

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Gaddis, Deputy City Clerk

Approved as to form:

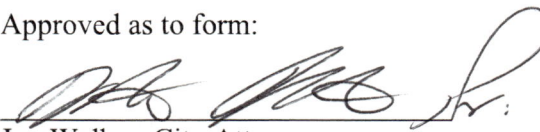

Jon Walker, City Attorney

EXHIBIT A-2
Scope of Services

EXHIBIT A
DRAFT SCOPE OF SERVICES
Supplement No. 2
Marysville Riverwalk Waterfront Redevelopment

INTRODUCTION

The Marysville Riverwalk Waterfront Redevelopment project is a future mix-use development with plans for multi-family luxury apartments, hotels, restaurants, sports facilities, public plaza, and open space connections to the Ebey Waterfront Trail and connecting commercial uses.

The City (Client) has requested Perteet (Consultant) prepare this Scope of Services to obtain the relevant environmental permits for clearing and filling the site with enough material to bring the elevations of the lowest floor of new buildings to above base flood elevations (currently 13 feet). The clearing and grading plans will include approaches to mitigate for the existing jurisdictional ditch that will be filled as part of site development.

The City has prepared a Master Plan and Planned Action EIS that addresses SEPA requirements. Future developments may forego the need for a new threshold determination, but the City will need to demonstrate substantive compliance with Planned Action EIS for the current clearing and grading limits. Additional work to be performed by the City may include Master Plan boundary adjustment, administrative decision or supplement to the Planned Action EIS to incorporate the filled lagoons area into the project limits.

Under this Scope of Services, the Consultant will provide detailed grading plans and environmental documentation to support a Joint Aquatic Resource Permit Application (JARPA). The targeted date for completing the submittal materials is six weeks from Notice to Proceed.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task.

This scope consists of the following elements:

- Task-100 – Trailing Expenses
- Task 400 – Critical Areas Review and Mitigation Plans
- Task 500 – Environmental Permitting
- Task 600 – Clearing and Grading Plans

DETAILED SCOPE OF SERVICES

Task 100 – Limited Field Investigation Trailing Expenses

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

Task 400 – Critical Area Review and Mitigation Plans

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservation area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email)
- Draft and Final Critical Area Determination Report
- Draft and final conceptual stream restoration and mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email

Task 500 – Environmental Permitting

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501 Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information
- Correspondence via email

Subtask 502 Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare more detailed figures showing the jurisdictional stream re-alignment and to be conducted within the shoreline jurisdiction.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503 Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new natural drainage will be constructed to restore a portion of pre-development drainage patterns.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared in Subtask 2.1
 - Project drawings
 - Biological Evaluation (Subtask 2.4)
 - Critical Area Report and Mitigation Plan prepared in Task 1

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.
- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.

- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed

Subtask 504 Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A "May Affect but Not Likely to Adversely Affect" determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format

Subtask 505 Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.

- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. The fee will be paid by the City after initial submittal of the application by the consultant to FEMA.
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application "Elevation Form" under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.
- The City will sign the CLOMR-F application "Community Acknowledgement Form."

Deliverables:

- Completed floodplain development permit application
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form

Subtask 506 Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email
- Final report, 1 PDF by email, submitted to DAHP by Perteet

Task 600 – Clearing and Grading Plans

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- Plans include grading specifications for the stream relocation project.

Deliverables:

- Electronic set of grading plans



FEE ESTIMATE

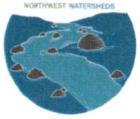
Project Marysville Riverwalk Brownfields Redevelopment Supplement2
 Client City of Marysville
 PM Peter Battuello

Contract Start Date 3/28/2023
 Contract End Date 3/28/2024
 Contract Duration: 12 Months

Last Update date 8/31/2023
 Perteet Project No. 20230034.0000S2

Task	Billing Rate	Director	Sr. Associate	Sr. Associate	Lead Engineer	Civil Designer II	Lead Designer	Senior Planner	Senior Planner	Planner III	Planner II	Planner I	Sr Environmental Scientist	Lead Environmental Scientist
		\$310.00	\$245.00	\$245.00	\$190.00	\$145.00	\$145.00	\$185.00	\$185.00	\$155.00	\$145.00	\$100.00	\$175.00	\$160.00
Task 100 Limited Field Investigation		Expense Adjustment Only												
Task 400 Project Management and Administration	6.00													
Total Task 400 Project Management and Administration	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Task 500 - Environmental Permitting														
501 JARPA/HPA			2.00							8.00			12.00	
502 SSDP							4.00			12.00	4.00		4.00	
503 404 Permitting and Consultation			2.00							16.00			16.00	
504 Biological Evaluation			6.00							8.00			32.00	
505 CLOMAR-F							24.00			16.00		10.00		
506 Section 106 Cultural Resources								4.00						
Total Task 500 - Environmental Permitting	0.00	0.00	10.00	0.00	0.00	0.00	28.00	4.00	60.00	4.00	10.00	64.00		
Task 600- Grading Plan			1.00		8.00	16.00	12.00							
Total Task 600- Grading Plan	0.00	1.00	0.00	8.00	16.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Task 700 Crical Areas Review and Mitigation Plan			4.00							24.00			56.00	
Total Task 700 Crical Areas Review and Mitigation Plan	0.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	56.00		
Total Hours	6.00	1.00	14.00	8.00	16.00	12.00	28.00	4.00	60.00	28.00	10.00	120.00		3
Total Dollars	\$1,860.00	\$245.00	\$3,430.00	\$1,520.00	\$2,320.00	\$1,740.00	\$5,180.00	\$740.00	\$9,300.00	\$4,060.00	\$1,000.00	\$21,000.00		\$4

SUMMARY		
Labor		\$57,405.00
Expenses		\$3,103.00
Subconsultants		\$25,849.00
CONTRACT TOTAL		\$86,357.00



Marysville No Rise

Select hydrologic model used to establish the flow boundary conditions in the hydraulic model

Hydrology for the No-Rise modeling effort will use existing FEMA flows currently in the Effective Model. Hydrology flow splits from Effective Model will be verified to match previous modeling efforts.

Assumptions –

- No hydrologic modeling will be conducted, only a review of how flows split in the Effective hydraulic model

Hydraulic analyses for No-Rise certification

NWW will conduct all modeling required for the No-Rise submittal. The following models will be required:

- Duplicate Effective Model – Run the Effective Model for the study area.
- Post-Project Model – Model will be based on future grading.

A technical report for the hydraulic modeling associated with the Pre-Project and Post-Project conditions will be prepared to support the No-Rise certification.

Assumptions –

- Effective Model is available.
- Effective Model is 1D HEC-RAS
- No Floodway will be modeled or mapped.
- Existing and Proposed modeling terrains will be provided by Perteet

Produce and submit complete No-Rise Document

NWW will prepare a Technical Memorandum supporting the hydraulic modeling efforts associated with the No-Rise certification.

Assumptions –

- ESA compliance documentation will be completed by others.
- Mapping will be produced by Perteet
- No documentation is required for the CLOMR-F associated with this project.

A.4 Project Deliverables

Deliverables for this effort shall include:

1. Complete Hydraulic analyses required for No-Rise certification
2. HEC-RAS models
3. Technical Memorandum supporting No-Rise certification modeling efforts

Marysville No-Rise Analysis

	M. Larkin	S. Blanton	Jr Engr	
Project Role	Principal/QC	PM/Tech Lead	H&H	Total Hours
Hourly Rate	\$190	\$190	\$125	
Project Management	4	8		12
Select hydrologic model used to establish the flow boundary conditions in the hydraulic model		4		4
Produce complete Hydraulic analyses for No-Rise certification		16	80	96
Produce and submit complete No-Rise TM	2	16	32	50
				0
				0
				0
				0
Total Hours	6	44	112	162
NWW Personnel Cost	\$1,140	\$8,360	\$14,000	
Expenses				\$0
Total Cost				\$23,500

Please call me at 503-312-9839 if you have any questions.

Sincerely,



Stephen Blanton
Principal Engineer
Northwest Watersheds LLC.

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement No. 1”) 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 Perteeet, Inc., a Washington corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, the parties hereto have previously entered into two prior supplemental agreements; and

WHEREAS, the second supplemental agreement inadvertently reduced the term of the Original Agreement; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

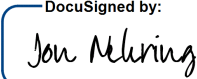
1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2024.

2. Each and every provision of the Original Agreement for Professional Services dated April 12, 2024, shall remain in full force and effect, except as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of 12/22/2023, 20____.

CITY OF MARYSVILLE

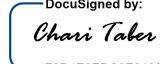
By 
Jon Nehring, Mayor
DocuSigned by:
A8AE51528DE9478...

DATED this _____ day of _____, 20____.

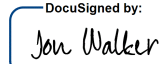
PERTEET, INC.

By *Crystal L. Donner*
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Chari Taber, Deputy City Clerk
DocuSigned by:
78D1E8FD69E0463...

Approved as to form:


Jon Walker, City Attorney
DocuSigned by:
786AB5A2684C462...

**SUPPLEMENTAL AGREEMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET**

THIS SUPPLEMENTAL AGREEMENT NO. 4 (“Supplemental Agreement No. 4”) 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 Pertee, Inc., a Washington for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 23, 2023; and

WHEREAS, the parties hereto have previously expanded the Scope of Services, provided additional compensation, and extended the term of the Original Contract through prior supplemental agreements (supplemental agreements 1, 2, and 3); and

WHEREAS, both parties desire to modify the Scope of Services of the contract through a supplemental agreement, specifically to reallocate hours and task descriptions to reflect the needs of the project,

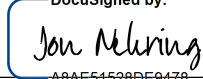
NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement (and as amended by prior supplemental agreements), “SCOPE OF SERVICES”, shall be replaced by Exhibit A-3, attached hereto and by this reference made part of this Supplemental Agreement No. 4, and a part of the Original Agreement.

2. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

DocuSigned by:

By _____
Jon Nehring, Mayor

DATED this 12th day of January 12, 2024.

PERTEET, INC

By Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

DocuSigned by:
Chari Taber
78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

DocuSigned by:
Jon Walker
786AB5A2684C462...
Jon Walker, City Attorney

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement JANUARY 2024

EXHIBIT A-3

Supplement No. 4

Marysville Riverwalk Waterfront Redevelopment

Revised Scope of Services

INTRODUCTION

This revised scope of services recognizes that cost savings were achieved in the original scope of services, specifically in the task associated with the floodplain modeling. This revised scope of services will authorize Perteet to utilize subconsultant fees that are not needed to complete the project to cover additional effort necessary to complete the requirements of the Supplement No 2 scope of services and to provide additional services to support the project through June 30, 2024. The additional effort relates to preparing documentation necessary for SEPA review and to complete grading plans. The requested changes to the Supplement No 2 budget are shown in the summary table at the end of the revised scope of services description.

Principal scope changes are:

- Revision to Task 400
- Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

Total budget does not change.

REVISED SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. Note that Tasks 200 and 300 were previously completed, and, therefore, are not included in Supplement No 4 Revised Scope of Services.

Scope and budget revisions consists of the following elements:

- Task-100 – Trailing Expenses
(No scope change, reallocate budget)
- Task 400 – Project Management and Administration
(Scope revised, reallocate budget)
- Task 500 – Environmental Permitting
(No scope change, reallocate budget)
- Task 600 – Clearing and Grading Plans
(Scope revised, reallocate budget)
- Task 700: Critical Areas Review and Mitigation Plan
(New scope language for previously approved budget)

Task 100 – Limited Field Investigation Trailing Expenses (No scope change, reallocate budget)

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement JANUARY 2024

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

Task 400 – Project Management and Administration (Scope revised, reallocate budget)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through June 30, 2024.

Deliverables:

- Monthly progress reports and invoices.

Task 500 – Environmental Permitting (No scope change, reallocate budget)

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501: Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- Correspondence via email.

Subtask 502: Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503: Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new conveyance designed.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared (Subtask 502).
 - Project drawings.
 - Biological Evaluation (Subtask 504).
 - Critical Area Report and Mitigation Plan prepared (Task 700).

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.
- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps.
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

Subtask 504: Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A “May Affect but Not Likely to Adversely Affect” determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format.

Subtask 505: Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.
- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. (Note: The \$700 fee will be paid by directly the City after initial submittal of the application by the consultant to FEMA; this fee is not included in the consultant project budget.)
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application “Elevation Form” under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.

CITY OF MARYSVILLESupplement No. 4 Perteet Inc. Agreement JANUARY 2024

- The City will sign the CLOMR-F application “Community Acknowledgement Form.”

Deliverables:

- Completed floodplain development permit application.
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form.

Subtask 506: Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project’s potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email.
- Final report, 1 PDF by email, submitted to DAHP by Perteet.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

Task 600 – Clearing and Grading Plans (Scope revised, reallocate budget)

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.
- Prepare grading plan supporting documentation, including SEPA checklist and grading permit application.
- Assist with permit processing and utility coordination activities.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- One round of edits in response to permit reviews.

Deliverables:

- Electronic set of grading plans.

Task 700: Critical Areas Review and Mitigation Plan (new scope language for previously approved budget)

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement JANUARY 2024

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email).
- Draft and Final Critical Area Determination Report.
- Draft and final mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email.

BUDGET REALLOCATION

TASK	Authorized Labor Budget	Invoiced through 12-31-23	Labor Balance	Subconsultant Budget	Subconsultant Due	Reallocation
100	Budgets Reconciled through Supplement #2					
200						
300						
400	\$ 4,370.00	\$ 3,353.75	\$ 1,016.25	\$ -		\$ 1,850.00
500	\$ 34,730.00	\$ 24,755.00	\$ 9,975.00	\$ 25,850.00	\$ 7,000.00	\$ (18,850.00)
501	\$ 3,830.00	\$ 2,187.50	\$ 1,642.50	\$ -		
502	\$ 3,880.00	\$ 7,613.75	\$ (3,733.75)			\$ 4,000.00
503	\$ 5,770.00	\$ 4,745.00	\$ 1,025.00	\$ -	-	\$ 1,000.00
504	\$ 8,310.00	\$ 1,211.25	\$ 7,098.75	\$ -	-	
505	\$ 7,920.00	\$ 4,447.50	\$ 3,472.50	\$ -	-	
506	\$ 5,020.00	\$ 4,550.00	\$ 470.00	\$ -	-	\$ 1,000.00
600 *	\$ 5,825.00	\$ 14,572.50	\$ (8,747.50)	\$ -	-	\$ 11,000.00
700	\$ 14,260.00	\$ 10,418.75	\$ 3,841.25	\$ -	-	
TOTAL	\$ 59,185.00	\$ 53,100.00	\$ 6,085.00	\$ 25,850.00	\$ 7,000.00	-

* NOTE: This task budget was approved as part of Supplement No 2. The revised scope of services Task 700 provides the work description which is the basis for this estimate.

EXHIBIT A-3
Supplement No. 4
Marysville Riverwalk Waterfront Redevelopment
Revised Scope of Services

INTRODUCTION

This revised scope of services recognizes that cost savings were achieved in the original scope of services, specifically in the task associated with the floodplain modeling. This revised scope of services will authorize Perteet to utilize subconsultant fees that are not needed to complete the project to cover additional effort necessary to complete the requirements of the Supplement No 2 scope of services and to provide additional services to support the project through June 30, 2024. The additional effort relates to preparing documentation necessary for SEPA review and to complete grading plans. The requested changes to the Supplement No 2 budget are shown in the summary table at the end of the revised scope of services description.

Principal scope changes are:

- Revision to Task 400
- Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

Total budget does not change.

REVISED SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. Note that Tasks 200 and 300 were previously completed, and, therefore, are not included in Supplement No 4 Revised Scope of Services.

Scope and budget revisions consists of the following elements:

- Task-100 – Trailing Expenses
(No scope change, reallocate budget)
- Task 400 – Project Management and Administration
(Scope revised, reallocate budget)
- Task 500 – Environmental Permitting
(No scope change, reallocate budget)
- Task 600 – Clearing and Grading Plans
(Scope revised, reallocate budget)
- Task 700: Critical Areas Review and Mitigation Plan
(New scope language for previously approved budget)

Task 100 – Limited Field Investigation Trailing Expenses (No scope change, reallocate budget)

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement

JANUARY 2024

Task 400 – Project Management and Administration (Scope revised, reallocate budget)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through June 30, 2024.

Deliverables:

- Monthly progress reports and invoices.

Task 500 – Environmental Permitting (No scope change, reallocate budget)

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501: Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information.
- Correspondence via email.

Subtask 502: Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

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Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503: Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new conveyance designed.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared (Subtask 502).
 - Project drawings.
 - Biological Evaluation (Subtask 504).
 - Critical Area Report and Mitigation Plan prepared (Task 700).

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.

CITY OF MARYSVILLE

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JANUARY 2024

- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.
- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.
- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps.
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed.

Subtask 504: Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A "May Affect but Not Likely to Adversely Affect" determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format.

Subtask 505: Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.
- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. (Note: The \$700 fee will be paid by directly the City after initial submittal of the application by the consultant to FEMA; this fee is not included in the consultant project budget.)
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application "Elevation Form" under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.
- The City will sign the CLOMR-F application "Community Acknowledgement Form."

Deliverables:

- Completed floodplain development permit application.
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form.

Subtask 506: Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email.
- Final report, 1 PDF by email, submitted to DAHP by Perteet.

CITY OF MARYSVILLE

Supplement No. 4 Perteet Inc. Agreement

JANUARY 2024

Task 600 – Clearing and Grading Plans (Scope revised, reallocate budget)

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.
- Prepare grading plan supporting documentation, including SEPA checklist and grading permit application.
- Assist with permit processing and utility coordination activities.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- One round of edits in response to permit reviews.

Deliverables:

- Electronic set of grading plans.

Task 700: Critical Areas Review and Mitigation Plan (new scope language for previously approved budget)

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the

CITY OF MARYSVILLE

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Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email).
- Draft and Final Critical Area Determination Report.
- Draft and final mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email.

CITY OF MARYSVILLE

Supplement No. 4 Pertee Inc. Agreement

JANUARY 2024

BUDGET REALLOCATION

TASK	Authorized Labor Budget	Invoiced through 12-31-23	Labor Balance	Subconsultant Budget	Subconsultant Due	Reallocation
100	Budgets Reconciled through Supplement #2					
200						
300						
400	\$ 4,370.00	\$ 3,353.75	\$ 1,016.25	\$ -		\$ 1,850.00
500	\$ 34,730.00	\$ 24,755.00	\$ 9,975.00	\$ 25,850.00	\$ 7,000.00	\$ (18,850.00)
501	\$ 3,830.00	\$ 2,187.50	\$ 1,642.50	\$ -		
502	\$ 3,880.00	\$ 7,613.75	\$ (3,733.75)			\$ 4,000.00
503	\$ 5,770.00	\$ 4,745.00	\$ 1,025.00	\$ -	-	\$ 1,000.00
504	\$ 8,310.00	\$ 1,211.25	\$ 7,098.75	\$ -	-	
505	\$ 7,920.00	\$ 4,447.50	\$ 3,472.50	\$ -	-	
506	\$ 5,020.00	\$ 4,550.00	\$ 470.00	\$ -	-	\$ 1,000.00
600	\$ 5,825.00	\$ 14,572.50	\$ (8,747.50)	\$ -	-	\$ 11,000.00
700 *	\$ 14,260.00	\$ 10,418.75	\$ 3,841.25	\$ -	-	
TOTAL	\$ 59,185.00	\$ 53,100.00	\$ 6,085.00	\$ 25,850.00	\$ 7,000.00	-

* NOTE: This task budget was approved as part of Supplement No 2. The revised scope of services Task 700 provides the work description which is the basis for this estimate.

**SUPPLEMENTAL AGREEMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 5 (“Supplemental Agreement No. 5”) 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 Perteeet, Inc., a Washington State for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be added to by Exhibit A-5, attached hereto and by this references made part of this Supplemental Agreement No. 5, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31, 2024.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$24,210.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$172,102.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$147,892.00
Supplemental Agreement No.1	\$24,210.00
Grand Total	\$172,102.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

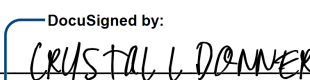
DATED 5/16/2024

CITY OF MARYSVILLE

By  _____
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 5/16/2024

PERTEET, INC.

By  _____
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Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

 _____
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Chari Taber, Deputy City Clerk

Approved as to form:

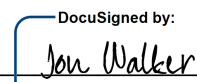
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Jon Walker, City Attorney

EXHIBIT A-5
SUPPLEMENTAL SCOPE OF SERVICES
City of Marysville
Riverwalk Brownfields Redevelopment
Supplement No. 5

INTRODUCTION

The City of Marysville is continuing its efforts to develop a mixed-use center on the public works properties located at 60 State Avenue and 80 Columbia Avenue, along the Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. This scope of services supplements Perteet's existing agreement with the City and extends the period of performance for the agreement until December 31, 2024.

The overall objective of this project is to fill the properties to proposed grades of greater than 13.5 feet and modifying existing site utilities to service filled properties. This phase of the project is funded solely through local funds and agency coordination on design or environmental review is limited to City departments and environmental permitting agencies (Ecology, Fish and Wildlife, the Army Corps, FEMA, and tribes).

As part of previous tasks under this agreement, Perteet has completed preliminary design and SEPA compliance documentation. These actions were necessary to submit permit applications for shoreline, critical area, floodplain, and cultural resource approvals. This supplement provides for the continuation of engineering needed to achieve City of Marysville grading permit submittal and review processes and to provide supplemental budget to extend existing tasks that require on-going technical or administrative effort. Specifically, this supplement:

- Extends the project period of performance through December 2024.
- Adds additional budget to Task 400 to provide on-going project management and administration between March 1, 2024 and December 2024. This includes \$1,681.25 in fees that have been incurred through the end of March but exceed our current authorized budget.
- Adds additional budget to Task 500 capture previous un-anticipated agency coordination and meeting requirements, and to provide continued coordination with permitting agencies and respond to comments on permit applications, public review and facilitate permit issuance.
- Adds additional scope and budget to Task 600 to prepare site exhibits based on the current grading plan and provide consultation to the City for decision making and

CITY OF MARYSVILLE

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April 25, 2024

stakeholder outreach about modifying existing storm water, sanitary sewer, water, electrical, telephone, and gas utilities through the project area. This includes close coordination and review of required geotechnical engineering services provided through a separate contract with the City.

- Creates a new Task 800 and associated fee for MTCA compliance services, which will involve initial consultation on groundwater monitoring, monitoring well abandonment and technical requirements to ensure compliance with MTCA requirements. This includes effort to provide continued subject matter expertise for cleanup actions, purchase and sale negotiations, and environmental covenants.

This scope of services provides solely for consultation and responding to agency and City comments. It does not include the development of contract documents, engineering drawings for construction, the performance of field activities, or environmental testing and sampling. This scope of services also assumes filling of the site will occur in 2025 and that additional engineering services, not included in this scope of services, will be needed to complete construction documents and oversee site construction.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

SUPPLEMENTAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements. Other tasks identified in the original contract and supplements 1 through 4 are complete.

Task 400 – Project Administration

Task 500 – Environmental Permitting

Task 600 – Clearing and Grading Plans

Task 800 – MTCA Compliance Services

SUPPLEMENTAL SCOPE OF SERVICES DEFINED

Task 400 – Project Management and Administration (revised)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Kick off meeting with City project manager, public works, engineering, and other invited City staff.
- Internal project team coordination.
- Routine communication with the Client.
- Six (6) project coordination meetings with the City project manager and invited staff.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through December 31, 2024.

Deliverables:

- Meeting agendas and summaries of meeting notes/action items for each meeting.
- Invoices and progress reports

Task 500 – Environmental Permitting (revised)

Under the current scope of services, the Consultant has prepared and submitted permit applications to the Army Corps of Engineers (Corps), the Federal Emergency Management Agency (FEMA), the Washington Department of Fish and Wildlife (WDFW), the Washington Department of Ecology (Ecology), and the Washington Department of Archaeological and Historic Preservation (DAHP). This task extends the period of performance, provides additional budget for unanticipated effort responding to agency inquiries during February and March 2024, and provides additional level of effort to continue with agency coordination and responding to agency and public comments on permit documentation.

Assumptions:

- Permits are expected to be issued in Q3 2024.
- Consultant will support permit applications for:
 - WDFW Hydraulic Project Approval
 - Clean Water Act Section 404
 - National Historic Preservation Act Section 106 and Washington Governors Executive Order 21-02
 - FEMA Certified Letter of Map Revision
 - Clean Water Act Section 401 Water Quality Certification
 - Shoreline Substantial Development Permit
- This task provides budget for existing non-invoiced effort and for continued permit coordination for subject matter experts working on specific agency approvals.
- This task assumes two (1) on-site meetings with permitting agencies.
- City is responsible for all permit fees and permit signatures.

Deliverables:

- Written responses to comments received on permit documentation.
- Correspondence and meeting summaries of agency interactions regarding permit submittals.

Task 600 – Grading Plans, Specifications, and Estimate (revised).

The Consultant has prepared 30% engineering plans for the filling of the site. The Consultant will work with the Public Works Department to better define utility relocation and site access requirements. This information will be annotated onto current drawings to provide exhibits to support decisions on grading, drainage and utility improvements. This scope of services does not include advancing engineering drawings or specifications for permitting or construction. Those activities will occur in 2025.

Activities:

- Identify utility providers and utility impacts resulting from the proposed filling of the site.
- Review the environmental testing provided by the project Geotech and compare to Port findings to verify soils area clean.
- Integrate Geotech recommendations into the fill and grading plan. This will be in the form of notes. Standard details or additional engineering calculations will be part of next scope of services.
- Prepare up to five (5) exhibits to support City decision making and information sharing.
- Coordinate with geotechnical investigations to capture their findings and integrate recommendations into new exhibits.
- Collaborate with on-going flood hazard analyses being performed by the Public Works Department.

Assumptions:

- No potholing or field analysis is provided for in this scope of services. All utility decisions will be based on recent record of survey and City provided as-builts.
- The City will provide for utility agreements and easements as necessary to approve utility relocation with utility providers.
- City will verify the terms of all franchise agreements, including the responsibilities for relocations of franchise owned utilities.
- Attend two (2) meetings with utility providers to discuss relocation needs and constraints.
- The redesign and/or relocation of utilities including plans for construction will not be performed by the Consultant, and relocation plans prepared by the utility providers

CITY OF MARYSVILLE

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(including the City's wastewater treatment system) will not be included in this project.

- This work element will be limited to the budget amount designated for this work element.

Deliverables:

- Agendas and meeting notes for utility provider coordination meetings.
- Exhibits showing proposed utility modifications.

Task 800 – MTCA Compliance Services

The Consultant will advise the City on groundwater monitoring, monitoring well abandonment and technical requirements to ensure the filling of the site achieves compliance with MTCA requirements. The Consultant will also provide continued subject matter expertise for cleanup actions, purchase and sale negotiations, and environmental covenants.

Activities:

- Meet with the City to confirm post filling groundwater monitoring requirements and identify the status of current monitoring wells to provide for long-term monitoring. Identify where new wells may be needed to achieve monitoring goals.
- Respond to City requests for environmental compliance for development discussions with potential developers. Attend three (3) meetings to provide subject matter expertise on MTCA compliance and contaminant management during construction.
- Prepare written summaries and clarifications to MTCA compliance questions.

Assumptions:

- All meetings will be virtual and organized by the City.
- City to prepare agenda and meeting summaries for developer meetings.
- This work element will be limited to the budget amount designated for this work element.

Deliverables:

- Written memorandum summarizing environmental requirements and clarifying developer questions on MTCA cleanup liabilities.

CITY OF MARYSVILLE
Agreement with Pertee Inc.

April 25, 2024



Project Marysville Riverwalk Brownfields Redevel Sup5 Contract Start Date 5/6/2024 Last Update date 4/29/2024
Client City of Marysville Contract End Date 12/31/2024 Pertee Project No. 20230034.000055
PM Peter Battuello Contract Duration: 7 Months

	Director	Sr. Associate	Sr. Engineer / Mgr	Lead Engineer / Mgr	Civil Designer II	Lead Technician/Designer	Senior Planner	Senior Planner	Planner III	Sr Environmental Scientist/Mgr	Accountant	Total Hours	Labor Dollars
Task Billing Rate	\$325.00	\$275.00	\$240.00	\$200.00	\$155.00	\$155.00	\$190.00	\$190.00	\$165.00	\$195.00	\$150.00		
Task 400 - Project Administration	16.00										4.00	20.00	\$5,800.00
Total Task 400 - Project Administration	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	20.00	\$5,800.00
500 Permitting Services		4.00					8.00	6.00	10.00	12.00		40.00	\$7,750.00
Total 500 Permitting Services	0.00	4.00	0.00	0.00	0.00	0.00	8.00	6.00	10.00	12.00	0.00	40.00	\$7,750.00
600 Grading Plan	4.00		2.00	8.00	16.00	12.00						42.00	\$7,720.00
Total 600 Grading Plan	4.00	0.00	2.00	8.00	16.00	12.00	0.00	0.00	0.00	0.00	0.00	42.00	\$7,720.00
800 MTCA Compliance Services	6.00								6.00			12.00	\$2,940.00
Total 800 MTCA Compliance Services	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	12.00	\$2,940.00
Total Hours	26.00	4.00	2.00	8.00	16.00	12.00	8.00	6.00	16.00	12.00	4.00	114.00	
Total Dollars	\$8,450.00	\$1,100.00	\$480.00	\$1,600.00	\$2,480.00	\$1,860.00	\$1,520.00	\$1,140.00	\$2,640.00	\$2,340.00	\$600.00		\$24,210.00

Expenses:	
Travel - Allowable	40
Totals:	40

SUMMARY		
Direct Salary Cost		\$24,210.00
Fee %		\$0.00
Labor		\$24,210.00
Expenses		\$40.00
Subconsultants		\$0.00
CONTRACT TOTAL		\$24,250.00

**SUPPLEMENTAL AGREEMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 6 (“Supplemental Agreement No. 6”) 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 Perteeet, Inc., a Washington State for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for unanticipated related tasks requiring additional effort beyond the current approved scope of work and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-6, attached hereto and by this references made part of this Supplemental Agreement No. 6, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight on December 31, 2025.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$67,485.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$239,587.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$172,102.00
Supplemental Agreement No.6	\$67,485.00
Grand Total	\$239,587.00

4. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

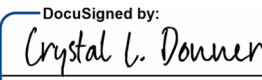
DATED 12/3/2024

CITY OF MARYSVILLE

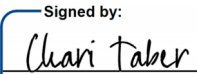
By 
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 12/3/2024

PERTEET, INC.

By 
DF09DF8A2C5F4F2...
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

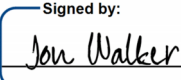

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Jon Walker, City Attorney

EXHIBIT A
SCOPE OF SERVICES
City of Marysville
Riverwalk Brownfields Redevelopment
Supplement #6_rev.1

INTRODUCTION

The City of Marysville is continuing its efforts to develop a mixed-use center on the public works properties located at 60 State Avenue and 80 Columbia Avenue, along the Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. This scope of services supplements Perteet's existing agreement with the City and extends the period of performance for the agreement until December 31, 2025.

The overall objective of this project is to fill the properties to proposed grades of greater than 13.5 feet and modify existing site utilities to service filled properties. This phase of the project is funded solely through local funds and agency coordination on design or environmental review is limited to City departments and environmental permitting agencies (Ecology, Fish and Wildlife, the Army Corps, FEMA, and Tribes).

As part of previous tasks under this agreement, Perteet has completed preliminary design and SEPA compliance documentation. These actions were necessary to submit permit applications for shoreline, critical area, floodplain, and cultural resource approvals. This supplement provides for the continuation of engineering needed to achieve City of Marysville grading permit submittal and review processes and to provide supplemental budget to extend existing tasks that require on-going technical or administrative effort. Specifically, this supplement:

- Extends the project period of performance through December 2025.
- Adds additional budget to Task 400 to provide on-going project management and administration between October 2024 and December 2025.
- Adds additional budget to Task 500 respond to comments on permit applications, public review, and facilitate permit issuance.
- Adds additional scope and budget to Task 600 to advance 30% grading plans to 100%, finalize specifications, complete the construction cost estimate, and provide engineering support during the start of construction in 2025.

The Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

SUPPLEMENTAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements. Other tasks identified in the original contract and Supplements 1 through 5 are complete.

Task 400 – Project Administration (revised)

Task 500 – Environmental Permitting (revised)

Task 600 – Grading Plans, Specifications, and Estimate (revised)

SUPPLEMENTAL SCOPE OF SERVICES DEFINED

Task 400 – Project Management and Administration (revised)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Kickoff meeting with City project manager, public works, engineering, and other invited City staff.
- Internal project team coordination.
- Routine communication with the Client.
- Six (6) project coordination meetings with the City project manager and invited staff.
- Monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through December 31, 2025.

Deliverables:

- Meeting agendas and summaries of meeting notes/action items for each meeting.
- Invoices and progress reports

Task 500 – Environmental Permitting (revised)

Under the current scope of services, the Consultant has prepared and submitted permit applications to the Army Corps of Engineers (Corps), the Federal Emergency Management Agency (FEMA), the Washington Department of Ecology (Ecology), and the Washington Department of Archaeological and Historic Preservation (DAHP). This task extends the period of performance, provides additional budget for unanticipated effort responding to agency inquiries, and provides additional level of effort to continue with agency coordination and responding to agency and public comments on permit documentation.

Task elements include:

- Review and update the Wetland Site Assessment Report and Mitigation Plan based on recent feedback from the Corps to reassess the wetland ratings classification of the nearby ditch.
- Develop and submit required regulatory documents such as the 404(b)(1) Alternatives Analysis, Water Quality Certification Request, and CZM form.
- Follow up with agencies on ESA review status and other regulatory feedback, ensuring alignment with requirements.
- Assist with mitigation bank credit usage agreement between the City and the Corps and Ecology.
- Continue to coordinate with FEMA on the LOMR-F application and eventual CLOMR.

Assumptions:

- Permits are expected to be issued in Q2 2025.
- Consultant will support permit applications for:
 - Clean Water Act Sections 404/404
 - Clean Water Act Section 401 Water Quality Certification
 - FEMA Certified Letter of Map Revision
- This task provides budget for existing non-invoiced effort and for continued permit coordination for subject matter experts working on specific agency approvals.
- This task assumes one (1) additional round of revisions based on agency feedback.
- City is responsible for all permit fees and permit signatures.

Deliverables:

- Written responses to comments received on permit documentation.
- Correspondence and meeting summaries of agency interactions regarding permit submittals.

Task 600 – Grading Plans, Specifications, and Estimate (revised)

The Consultant has prepared 30% engineering plans for the filling of the site. This revised task includes advancing the 30% grading plans to 100%, incorporating contaminated soil removal requirements, finalizing specifications, and preparing a construction cost estimate for permit approval. The Consultant will assist the City in preparing contract documents for bidding the construction project. This scope also includes bidding support (RFIs and clarifications) and engineering support during construction to address site-specific issues and collect confirmation samples from contaminated soil removal areas. Construction is currently scheduled for 2025.

Activities:

- Revise and advance 30% grading plans to 90% and 100% (Final) comprised of the following sheets:
 - Cover sheet
 - Site prep/TESC plans (1 sheets)
 - Site prep/TESC details (1 sheets)
 - Grading plans (1 sheets)
 - Grading sections (2 sheets)
 - Drainage plans (1 sheets)
 - Drainage profiles (2 sheets)

CITY OF MARYSVILLE

Agreement with Perteet Inc.

November 2024

- Drainage details (2 sheets)
- Develop draft (90%) specifications and advance to Final specifications.
- Develop 90%, and 100% opinions of probable construction costs.
- Submit final plans, reports, and documents for permit approval.
- Respond to bidder questions, issue addenda.
- Provide engineering support during construction.
- Collect confirmation samples from soil removal areas.
- Coordinate project activities for completion in 2025.

Assumptions:

- This scope does not include preparation of As-Built plans.
- All deliverables will be submitted electronically unless otherwise specified.
- Regular coordination meetings will be held to resolve any outstanding issues and confirm design details.
- Bid support is limited to providing electronic responses to the City of Marysville to questions submitted by bidders. One (1) addendum is assumed. Additional addenda can be provided as an added service.
- Construction support activities are limited to addressing minor revisions, submittal reviews, and requests for information, without full-time on-site presence.

Deliverables:

- 90% Design
 - One (1) electronic copy (11" x 17" PDF) of the 90% design plans
 - One (1) electronic copy (8.5" x 11" PDF) of the 90% opinion of probable construction costs
 - One (1) electronic copy (8.5" x 11" PDF) of the 90% project specifications
- 100% (Final) Design
 - One (1) electronic copy (11" x 17" PDF) of the Final design plans
 - One (1) electronic copy (8.5" x 11" PDF) of the Final opinion of probable construction costs
 - One (1) electronic copy (8.5" x 11" PDF) of the Final Project Manual
- Bidding Support
 - Respond to up to 4 request for clarification from bidders.
- Design Support During Construction
 - Electronic responses to contractor requests for information
 - Electronic review of contractor material submittals
- Contaminated soil removal documentation
 - Field notes
 - Weigh tickets
 - Confirmation soil sample laboratory reports



EXHIBIT B
FEE WORKSHEET

Project: Marysville Riverwalk Brownfields Redevel														RATE TYPE		Standard		
Client: City of Marysville														Rate Year		2023		
Firm: PortWest																		
Role: Prime																		
Project No.: 20230034.000056																		
PM:																		
Date updated: 11/15/2024																		
Resources:		Peter Batuello	Jason Walker	Andrea Bachman	Andy Yim	Kern McGee	Nathan Hahne	Jack Johnson	Kellie Delisle	Timothy Smith	Raven Noel	Brian Caferro	Alex Paulk					
Classification		Director	Senior Associate	Sr. Environmental Scientist/Manager	Planner III	Lead Engineer/Manager	Civil Designer II	Cultural Resources Specialist III	Accountant	Environmental Scientist III	Environmental Scientist II	Senior Associate	Technician III					
Billing Rate		\$310.00	\$245.00	\$175.00	\$155.00	\$190.00	\$145.00	\$145.00	\$125.00	\$130.00	\$110.00	\$245.00	\$130.00					
Total Hours		38	20	72	24	32	64	6	8	24	6	36	0	0	0			
Total Labor Cost		\$11,780	\$4,900	\$12,600	\$3,720	\$6,080	\$9,280	\$870	\$1,000	\$1,040	\$2,640	\$1,470	\$4,680					
TASK / PHASE																Total Task Hours	Hourly Cost	
0004 Project Management and Administration		30	0	0	0	0	0	0	8	0	0	0	0	0	0	0	38	\$ 10,300.00
0005 Environmental Permitting		6	20	72	24	0	0	6	0	0	0	0	0	0	0	0	128	\$ 23,950.00
0006 Grading Plans, Specifications, and Estimate		2	0	0	0	32	64	0	0	8	24	6	36	0	0	0	172	\$ 25,810.00
		2				32	64			8	24	6	36				172	\$ 25,810.00
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Expenses																		
Expenses																		
Expense Cost Markup Total																		
Field Equipment \$600 1.1 \$660																		
Mileage \$150 1.1 \$165																		
Laboratory Fees \$6,000 1.1 \$6,600																		
Total Expenses \$7,425																		
Summary																		
SUMMARY																		
Labor Total \$ 60,060.00																		
Expenses \$ 7,425.00																		
Management Reserve																		
Directed Services \$ -																		
Subconsultants Total \$ -																		
CONTRACT TOTAL \$ 67,485.00																		



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: June 9, 2025

SUBMITTED BY: Nick Loutsis, Engineering

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Local Agency Agreement and Project Prospectus with WSDOT for the Marysville Middle School - 49th Dr NE (south of Grove St) Safe Routes to School Project

SUGGESTED ACTION: Recommended Motion: I move to authorize to sign and execute the Local Agency Agreement and Project Prospectus with WSDOT.

SUMMARY: The City was awarded \$412,740 in funds from the Safe Routes to School (SRTS) program for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project. Of this amount, \$53,836 is to be utilized for the design phase of the project. The project proposes a 10' wide shared use path, landscape buffer, curb extensions, curb ramp improvements and striping of the street centerline to enhance lane delineation.

Since this is a State funded project, local agency funds are administered through WSDOT and a Local Agency Agreement and State Funds Project Prospectus are required in order to obligate funds for each phase. The agreement ensures that funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding. The attached agreement and prospectus have been prepared to authorize funds for the design phase of the project.

ATTACHMENTS:
[LAA & Prospectus.pdf](#)



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Avenue Marysville, WA 98270	
Agreement Number	Project Number	Description of Work (See also "Exhibit A") Install 10' wide shared use path with landscape buffer and ADA ramp; striping of street centerline along 49th Dr NE between 72nd St NE (Grove St) and Marysville Middle School (north end). Additional improvements include three ADA ramps and curb extensions at the 49th Dr NE and 72nd St NE (Grove St) intersection.	
Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School			
Termini Marysville Middle School (north end) to 72nd St NE (Grove St)		Advertisement Date	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency	\$ 51,836.00	\$ 0.00	\$ 51,836.00
	b. Other			
	c. Other			
	d. State Services	\$ 2,000.00	\$ 0.00	\$ 2,000.00
	e. Total PE Cost Estimate	\$ 53,836.00	\$ 0.00	\$ 53,836.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate	\$ 53,836.00	\$ 0.00	\$ 53,836.00

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Agency Date: _____

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date Executed: _____



State Funds Project Prospectus

Project Number		Date	05/07/2025
Local Agency Project Number	R2502	Statewide Vendor Number	

Agency City of Marysville					
Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School		Start Latitude N 48.059798 End Latitude N 48.061054		Start Longitude W -122.164285 End Longitude W -122.164399	
Project Termini From Marysville Middle School (north end)		Nearest City Name Marysville			Project Zip Code (+4) 98270
Project Termini To 72nd St NE (Grove St)		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post NA	End Mile Post NA	Length of Project 0.1 miles	WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 53,800	\$ 0	\$ 53,800	05/2025	
R/W	\$ 0	\$ 0	\$ 0	N/A	
Const.	\$ 358,900	\$ 0	\$ 358,900	05/2026	
Total	\$ 412,700	\$ 0	\$ 412,700		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 28' and 35'	Number of Lanes 2
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49th Dr NE is a 2-lane road with limited shoulder and sidewalks, and is 2-way stop controlled at the 72nd St NE (Grove St) intersection, with restricted (NB) left turns. 72nd St NE is a 2 lane road with sidewalks, bike lanes, and a tapered turn lane west of 49th Dr NE. The intersection has ADA ramps at all corners, and crosswalks at 3 quadrants with an RRFB across 72nd St NE.

Description of Proposed Work

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

Install 10' wide shared use path with landscape buffer and ADA ramp; striping of street centerline along 49th Dr NE between 72nd St NE (Grove St) and Marysville Middle School (north end). Additional improvements include three ADA ramps and curb extensions at the 49th Dr NE and 72nd St NE (Grove St) intersection.

Local Agency Contact Person Nick Loutsis		Title Project Engineer		Phone 425-754-8287	
Mailing Address 501 Delta Ave		City Marysville		State WA	Zip Code 98270
State Funds Project Prospectus Approval	By  _____				
	Approving Authority				
	Title Engineering Services Director				Date 5-27-2025

Agency City of Marysville	Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School	Date 05/07/2025
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width Varies, 28' and 35'	Number of Lanes 2
☒ New Construction ☐ Reconstruction ☐ Railroad ☐ Bridge	☐ Path / Trail ☒ Pedestrian / Bicycle ☐ Parking	☐ 3-R ☐ 2-R ☐ Other

Performance of Work

Preliminary Engineering Will Be Performed By City of Marysville	Others 0 %	Agency 100 %
Construction Will Be Performed By Contract	Contract 100 %	Agency 0 %

Right of Way

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

Utilities ☒ 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
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
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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 City of Marysville

Date

By _____

Mayor/Chairperson