



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 12, 2026 – 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

Public Comment

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

Consent

1. December 31, 2025, Claims in the Amount of \$593,624.08 paid by EFT Transaction Check Number 192162 and Check Numbers 192163 through 192310 with Check Numbers 180453 and 191753 Voided
[123125.rtf](#)

Review Bids

2. Contract Award for the 156th St. NE, Smokey Point Blvd. to Hayho Creek Widening Project
Recommended Motion: I move to authorize the Mayor sign and execute the 156th

Street NE, Smokey Point Blvd. to Hayho Creek Widening Project contract to RRJ Company LLC in the amount of \$1,743,397.45 including Washington State Sales Tax and approve a Management Reserve of \$174,000.00 for a total allocation of \$1,917,397.45.

[CERTIFIED BID TABULATION.pdf](#)

[Contract_RRJ.pdf](#)

Public Hearings

New Business

3. Microsoft Enterprise Enrollment Years 4-6
Recommended Motion: I move to authorize the Mayor to sign and execute all necessary documentation in regard to the city's Microsoft Enterprise Agreement.
[City of Marysville Renewal.pdf](#)
[PRTN200.pdf](#)
4. Supplemental Agreement No. 9 to the Professional Services Agreement with Perteet, Inc. for the Waterfront Redevelopment Project
Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 9 to the Professional Services Agreement with Perteet, Inc. for the Waterfront Redevelopment Project.
[Perteet_PSA Supp. No.9.pdf](#)
[Original PSA-Supplemental No. 8.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: January 12, 2026

SUBMITTED BY: Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2025, Claims in the Amount of \$593,624.08 paid by EFT Transaction Check Number 192162 and Check Numbers 192163 through 192310 with Check Numbers 180453 and 191753 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[123125.rtf](#)

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 12/31/2025 TO 12/31/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
192162	ACH PREMIERA BLUE CROSS	CLAIMS PAID 12/7 TO 12/13/25	MEDICAL CLAIMS	95,166.09
192163	4IMPRINT INC	MPD STICKERS	POLICE ADMINISTRATION	589.93
192164	911 SUPPLY INC.	UNIFORM PATCH INSTALL	POLICE PATROL	26.45
	911 SUPPLY INC.	CUSTODY UNIFORMS	DETENTION & CORRECTION	199.86
	911 SUPPLY INC.	PATROL UNIFORM	POLICE PATROL	460.40
192165	ACLARA TECHNOLOGIES	MTU'S	METER READING	98,460.00
192166	ALL BATTERY SALES	GENSET REPLACEMENT BATTERIES	SUNNYSIDE FILTRATION	496.13
192167	ALLEN, LYNN	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192168	ALLIANT INSURANCE	PREMIUMS - BRILLANTES	RISK MANAGEMENT	747.00
192169	ARC SERVICES LLC	TRAINING	POLICE TRAINING-FIREARMS	2,570.90
192170	AT&T MOBILITY LLC	CELL SERVICE	WASTE WATER TREATMENT	41.74
	AT&T MOBILITY LLC		ENGR-GENL	83.48
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	83.48
	AT&T MOBILITY LLC		RECREATION SERVICES	83.48
	AT&T MOBILITY LLC		COMMUNITY	125.22
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	125.22
	AT&T MOBILITY LLC		UTIL ADMIN	125.22
	AT&T MOBILITY LLC		GIS SERVICES IS	166.96
	AT&T MOBILITY LLC		FINANCE-GENL	166.96
	AT&T MOBILITY LLC		CITY CLERK	208.70
	AT&T MOBILITY LLC		MUNICIPAL COURTS	208.70
	AT&T MOBILITY LLC		LEGAL-GENL	208.70
	AT&T MOBILITY LLC		OFFICE OPERATIONS	292.18
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	417.40
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	459.14
	AT&T MOBILITY LLC		POLICE INVESTIGATION	584.36
	AT&T MOBILITY LLC		DETENTION & CORRECTION	751.32
	AT&T MOBILITY LLC		COMMUNITY SERVICES UNIT	793.06
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	854.36
	AT&T MOBILITY LLC		COMPUTER SERVICES	876.54
	AT&T MOBILITY LLC		POLICE PATROL	3,071.01
192171	ATKINSON CONSTRUC.	HYDRANT METER RENTAL REFUND	WATER-UTILITIES/ENVIRONME	-107.00
	ATKINSON CONSTRUC.		WATER/SEWER OPERATION	1,150.00
192172	BAKER, CHEYANNE	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192173	BICKFORD FORD	TRANSMISSION MOUNTS/BOLTS	EQUIPMENT RENTAL	123.28
	BICKFORD FORD	OXYGEN SENSOR - V026	EQUIPMENT RENTAL	173.53
	BICKFORD FORD	AFT - JO69	EQUIPMENT RENTAL	196.13
	BICKFORD FORD	COILS, SPARK PLUGS - V026	EQUIPMENT RENTAL	343.18
192174	BIO CLEAN, INC	CELL DECON	DETENTION & CORRECTION	547.00
192175	BOOT BARN	BOOTS - HOLMER	GENERAL	250.00
192176	BOUCHARD, DOMINIQUE	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192177	CANON FINANCIAL	HR PRINTER SERVICES	PERSONNEL ADMINISTRATION	329.74
192178	CANTU, CRISTINA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
	CANTU, CRISTINA		PARKS-RECREATION	70.00
192179	CARDON, ROXANNE	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192180	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	19,835.75
192181	CASCADE NATURAL GAS	NATURAL GAS	WATER FILTRATION PLANT	1,191.90
192182	CENTRAL WELDING SUPP	GLOVES	ER&R	62.36
	CENTRAL WELDING SUPP	C02 TANK REFILLS	ER&R	80.65
	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	81.49
	CENTRAL WELDING SUPP	GLOVES	ER&R	293.41
	CENTRAL WELDING SUPP	SWEATSHIRTS	ER&R	358.83

DATE: 12/30/2025
TIME: 3:41:42PM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 12/31/2025 TO 12/31/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
192182	CENTRAL WELDING SUPP	RAINCOATS	ER&R	1,601.62
192183	CML SECURITY, LLC	JAIL RAILING/RETAINAGE	GENERAL FUND	-200.00
	CML SECURITY, LLC		DETENTION & CORRECTION	4,000.00
192184	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	727.86
192185	COPIERS NORTHWEST	COPIER SERVICE	OFFICE OPERATIONS	25.40
	COPIERS NORTHWEST		FINANCE-GENL	25.40
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	47.24
	COPIERS NORTHWEST		COMMUNITY SERVICES UNIT	52.88
	COPIERS NORTHWEST		DETENTION & CORRECTION	60.31
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		WASTE WATER TREATMENT	84.54
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		UTIL ADMIN	109.63
	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		ENGR-GENL	243.51
	COPIERS NORTHWEST		COMPUTER SERVICES	243.51
	COPIERS NORTHWEST		DETENTION & CORRECTION	245.07
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		POLICE INVESTIGATION	261.35
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		WASTE WATER TREATMENT	266.27
	COPIERS NORTHWEST		MUNICIPAL COURTS	281.85
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		POLICE INVESTIGATION	294.00
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		RECREATION SERVICES	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	644.75
192186	CORRECTIONS, DEPT OF	DOC WORK	ROADSIDE VEGETATION	170.74
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	322.63
192187	CORSA, LINDSAY	REFUND - DANCE	PARKS-RECREATION	8.00
192188	CORUM, MONICA	REFUND - BALLROOM DANCING	PARKS-RECREATION	60.00
192189	CRYSTAL SPRINGS	WATER SERVICE	OFFICE OPERATIONS	95.42
	CRYSTAL SPRINGS		POLICE INVESTIGATION	160.00
	CRYSTAL SPRINGS		POLICE ADMINISTRATION	160.00
	CRYSTAL SPRINGS		POLICE PATROL	300.00
	CRYSTAL SPRINGS		DETENTION & CORRECTION	300.00
192190	CUMMINS NORTHWEST	BLOCK ASSY-BRUSH - J046	EQUIPMENT RENTAL	139.00
192191	CWT, LLC	TRAINING COURSE	STORM DRAINAGE	711.10
192192	DAVIS, SANDRA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192193	DOBBS PETERBILT	HYDRAULIC CAB LATCH - J034	EQUIPMENT RENTAL	526.97
192194	DURFEE, NINA	REFUND - YOGA YIN	PARKS-RECREATION	12.00
192195	E&E LUMBER	CREDIT FOR INV 301871	PARK & RECREATION FAC	-10.17
	E&E LUMBER	BAR OIL	PARK & RECREATION FAC	10.17
	E&E LUMBER	FASTENERS, GATE LATCH	PARK & RECREATION FAC	15.24
	E&E LUMBER	DRILL/DRIVE BITS	UTIL ADMIN	18.22
	E&E LUMBER	FOLDING SAW	PARK & RECREATION FAC	27.34

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192195	E&E LUMBER	RUST REMOVER, HOSE END - V001	EQUIPMENT RENTAL	36.58
	E&E LUMBER	FASTENERS	ROADWAY MAINTENANCE	39.54
	E&E LUMBER	WASHERS, LINK CHAIN	PARK & RECREATION FAC	46.27
	E&E LUMBER	BLADES, INSULATION	ROADWAY MAINTENANCE	56.54
	E&E LUMBER	BLADES	UTIL ADMIN	62.70
	E&E LUMBER	GUTTER SCOOP, SEALANT, PAIL	GOLF ADMINISTRATION	155.88
192196	EAGLE FAMILY DENTAL	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	500.00
192197	EAGLE FENCE	FENCE RENTAL	PARK & RECREATION FAC	541.53
192198	EDWARDS, SUSAN	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192199	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	38.29
192200	EMERALD SERVICES INC	USED OIL SERVICE DISPOSAL FEE	EQUIPMENT RENTAL	630.65
192201	ENVIRONMENTAL SCIENCE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	4,952.77
	ENVIRONMENTAL SCIENCE		SURFACE WATER CAPITAL	7,962.16
192202	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		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
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	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	29.75
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	600.00
192203	EVERETT TIRE & AUTO	TIRES	ER&R	1,414.72
192204	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-8.08
	EVIDENT, INC.		POLICE PATROL	94.08
192205	FAST WATER HEATER CO	REFUND - BUILDING PERMIT	NON-BUS LICENSES AND	115.00
192206	FERGUSON ENTERPRISES	HYDRANT WRENCHES	ER&R	145.41
192207	FIRESTONE	TIRES - V036	EQUIPMENT RENTAL	279.37
	FIRESTONE	TIRES - V062	EQUIPMENT RENTAL	498.71
192208	GALLS, LLC	CREDIT FOR INV 30067742	POLICE PATROL	-60.44
	GALLS, LLC	PATROL - UNIFORMS	POLICE PATROL	26.10
	GALLS, LLC	CUSTODY - UNIFORMS	DETENTION & CORRECTION	36.75
	GALLS, LLC	CUSTODY UNIFORMS	DETENTION & CORRECTION	39.38
	GALLS, LLC	CSO - UNIFORMS	POLICE COMMUNITY	76.28
	GALLS, LLC	INVESTIGATIONS - UNIFORMS	POLICE INVESTIGATION	76.28
	GALLS, LLC	CUSTODY - UNIFORMS	DETENTION & CORRECTION	91.90
	GALLS, LLC		DETENTION & CORRECTION	98.44
	GALLS, LLC	CUSTODY UNIFORMS	DETENTION & CORRECTION	200.79
	GALLS, LLC	POLICE UNIFORMS	POLICE PATROL	334.76
	GALLS, LLC	CADET PATCHES	POLICE PATROL	344.45
	GALLS, LLC	PATROL - UNIFORMS	POLICE PATROL	694.14
192209	GARY'S GUTTER SERV	GUTTER REPLACEMENT	GOLF ADMINISTRATION	1,018.51
192210	GMP CONSULTANTS	CONSULTING SERVICE	STORM DRAINAGE	869.03
	GMP CONSULTANTS		COMMUNITY DEVELOPMENT	3,476.11
	GMP CONSULTANTS		COMMUNITY	4,345.14
192211	GOVCONNECTION INC	SNAPSCAN SCANNER	POLICE ADMINISTRATION	432.02
	GOVCONNECTION INC	UPS	WATER RESERVOIRS	512.19
	GOVCONNECTION INC	IPADS/SURFACE PRO	IS REPLACEMENT ACCOUNTS	3,227.36
192212	GPS GOLF AS-BUILT DE	PROFESSIONAL SERVICE	GOLF CAPITAL OUTLAY	36,600.00
192213	GRAY AND OSBORNE		SURFACE WATER CAPITAL	1,453.78
192214	GREEN CITY HEATING	REFUND - BUILDING PERMIT	COMMUNITY DEVELOPMENT	25.00

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192214	GREEN CITY HEATING	REFUND - BUILDING PERMIT	NON-BUS LICENSES AND	115.00
192215	GROVELAND	REFUND - PERMIT OPERA HOUSE	GENERAL FUND	250.00
192216	HANSON, HELEN	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192217	HANSON, LOIS		PARKS-RECREATION	9.00
192218	HARVEY, JENNIFER	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192219	HAWKINS, KATIE	REFUND - DANCE	PARKS-RECREATION	8.00
192220	HD FOWLER COMPANY	GAUGE	WATER RESERVOIRS	99.63
192221	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	23.59
	HD SUPPLY		CUSTODIAL SERVICES	48.92
	HD SUPPLY		CUSTODIAL SERVICES	247.77
	HD SUPPLY		CUSTODIAL SERVICES	428.96
	HD SUPPLY		CUSTODIAL SERVICES	432.68
	HD SUPPLY		CUSTODIAL SERVICES	703.64
192222	HD SUPPLY	FIRST AID KIT	PARK & RECREATION FAC	196.04
192223	HEISE, MELLANY	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192224	HENDRICKS, DEBORAH	REFUND - ZUMBA GOLD	PARKS-RECREATION	5.00
192225	HOLDEN, ANGIE	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192226	HOSTETLER, CAMI		PARKS-RECREATION	9.00
192227	HUTCHISON LAW, LLC	CONFLICT COUNSEL	PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
	HUTCHISON LAW, LLC		PUBLIC DEFENSE	450.00
192228	ICONIX WATERWORKS	METER RESETTERS	WATER/SEWER OPERATION	2,115.35
192229	INDUSTRIAL SCIENTIFIC	GAS MONITOR REPAIR	WASTE WATER TREATMENT	100.12
192230	INTRADO LIFE & SAFET	E911 SERVICE	COMPUTER SERVICES	400.00
192231	JOHNSON, ROBIN	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192232	JOSEPHINE CARING CO	REFUND - PLAN REVIEW	COMMUNITY DEVELOPMENT	5,590.49
192233	KANEHEN, GREGORY	CHAPLAIN STIPEND	POLICE ADMINISTRATION	750.00
192234	KAZUMI, TURPIN	REFUND - ZUMBA GOLD	PARKS-RECREATION	5.00
192235	KEIM, ERIN	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192236	KENDALL CHEVROLET	ENGINE DIAGNOSIS/REPAIR - V047	EQUIPMENT RENTAL	1,655.38
192237	KENNEDY, BREANNA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192238	KIMBALL, KARLEEANN	INSTRUCTOR PAYMENT	RECREATION SERVICES	348.00
192239	KING'S RENOVATIONS	HYDRANT METER/USAGE FEE	WATER-UTILITIES/ENVIRONME	-50.00
	KING'S RENOVATIONS		WATER/SEWER OPERATION	1,150.00
192240	KOVALYK, YULIYA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192241	KUSSY, KAREN	REIMBURSEMENT - TUITION	PERSONNEL ADMINISTRATION	547.00
192242	LAKE STEVENS SCHOOL	MITIGATION FEE	SCHOOL MITIGATION FEES	82,380.00
192243	LAWSON PRODUCTS, INC	DRILL BIT SET	TRANSPORTATION	285.90
192244	LES SCHWAB TIRE CTR	CREDIT FOR INV 32300915900	EQUIPMENT RENTAL	-1,944.90
	LES SCHWAB TIRE CTR	TIRE CHAINS - V017	EQUIPMENT RENTAL	161.90
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,157.10
	LES SCHWAB TIRE CTR	TIRES - J034	EQUIPMENT RENTAL	1,944.90
192245	LITHTEX NW	PRINTING SERVICE	PERSONNEL ADMINISTRATION	191.46
192246	LUMENAL LIGHTING LLC	BULB REPLACEMENT/RETAINAGE	GENERAL FUND	-1,806.81
	LUMENAL LIGHTING LLC		PARK & RECREATION FAC	19,766.52
192247	MALAKOUTI, CHELSEA	REFUND - DANCE	PARKS-RECREATION	8.00
192248	MANSON, ROBIN	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192249	MARYFEST	GRANT REIMBURSEMENT	HOTEL/MOTEL TAX	3,500.00
192250	MARYSVILLE FIRE	EMERGENCY TRANSPORT	DETENTION & CORRECTION	1,042.41
192251	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	68.34
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	132.17

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192251	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	143.20
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	170.13
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	224.55
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	322.04
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	351.47
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,817.93
192252	MATIA CONTRACTORS	REFUND - HYDRANT METER RENTAL	WATER-UTILITIES/ENVIRONME	-117.50
	MATIA CONTRACTORS		WATER/SEWER OPERATION	1,150.00
192253	MCKEON, GLENICE	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192254	MEDINA, PAOLA	REIMBURSEMENT – TESTING FEE	POLICE PATROL	165.00
192255	MENDOZA, TERESA TINA	INSTRUCTOR PAYMENT	RECREATION SERVICES	180.00
192256	METTE, JOIE	TUITION REIMBURSEMENT	PERSONNEL ADMINISTRATION	1,614.96
192257	MILLER, LINDA	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192258	NAPA AUTO PARTS	AIR FILTER	EQUIPMENT RENTAL	11.94
	NAPA AUTO PARTS	OIL	EQUIPMENT RENTAL	18.97
	NAPA AUTO PARTS		EQUIPMENT RENTAL	23.18
	NAPA AUTO PARTS	FUEL/AIR FILTERS	EQUIPMENT RENTAL	35.75
192259	NATIONAL BARRICADE	PARKING SIGNS	TRANSPORTATION	129.83
	NATIONAL BARRICADE	SIGNAGE	TRANSPORTATION	381.85
192260	NATURAL RESOURCES	PRIVATE MARINA FEES	STORM DRAINAGE	9.03
	NATURAL RESOURCES	FOREST LAND ASSESSMENT	STORM DRAINAGE	510.91
192261	NELSON-REISNER	GAS	EQUIPMENT RENTAL	31.14
	NELSON-REISNER	HYDRAULIC OIL	EQUIPMENT RENTAL	736.71
192262	NORTHWESTERN AUTO	DAMAGE REPAIR - H012	EQUIPMENT RENTAL	2,126.62
192263	OLIVER, JESSICA	REFUND - LINE DANCE	PARKS-RECREATION	9.00
	OLIVER, JESSICA		PARKS-RECREATION	9.00
192264	OREILLY AUTO PARTS	CREDIT FOR INV 2843-417749	EQUIPMENT RENTAL	-134.67
	OREILLY AUTO PARTS	CREDIT FOR INV 2843-417486	EQUIPMENT RENTAL	-24.07
	OREILLY AUTO PARTS	DRILL PUMP - V001	EQUIPMENT RENTAL	10.38
	OREILLY AUTO PARTS	TRANS FILTER - J069	EQUIPMENT RENTAL	81.87
	OREILLY AUTO PARTS	DRAG LINK - J069	EQUIPMENT RENTAL	142.75
	OREILLY AUTO PARTS	BATTERY - A012	EQUIPMENT RENTAL	169.73
	OREILLY AUTO PARTS	ROTORS, PADS, DAMPER - J069	EQUIPMENT RENTAL	617.76
	OREILLY AUTO PARTS	SPARK PLUGS, COILS, SEAL - V004	EQUIPMENT RENTAL	708.11
192265	OWEN EQUIPMENT	CONTROL TOUCH PAD - H024	EQUIPMENT RENTAL	686.21
192266	PACIFIC POWER BATTER	BATTERIES	IS REPLACEMENT ACCOUNTS	232.15
192267	PEACE OF MIND	COUNCIL REGULAR MEETING	CITY CLERK	159.60
192268	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	36.73
	PETROCARD SYSTEMS		STORM DRAINAGE	36.73
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	73.81
	PETROCARD SYSTEMS		ENGR-GENL	115.75
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	164.90
	PETROCARD SYSTEMS		COMMUNITY	171.69
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	231.00
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,111.28
	PETROCARD SYSTEMS		GENERAL	2,826.13
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,909.87
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,876.02
	PETROCARD SYSTEMS		POLICE PATROL	9,330.86
192269	PLATT ELECTRIC	HEATERS	NON-DEPARTMENTAL	224.47
	PLATT ELECTRIC		NON-DEPARTMENTAL	448.93
	PLATT ELECTRIC	VFD REPLACEMENT	PUMPING PLANT	3,198.73

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/31/2025 TO 12/31/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
192270	PRISTINE PLUMBING	REFUND - PERMIT FEE	STREET-NON/BUS LIC &	466.90
192271	PROFORCE LAW ENFORC	FIREARM SUPPLIES	POLICE TRAINING-FIREARMS	1,859.75
	PROFORCE LAW ENFORC		POLICE TRAINING-FIREARMS	4,175.69
192272	PROVIDENCE EVERETT M	INMATE ER CARE	DETENTION & CORRECTION	2,722.33
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	3,652.33
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	5,491.00
192273	PUD	ACCT #223806431	SEWER LIFT STATION	11.07
	PUD	ACCT #205136245	SEWER LIFT STATION	27.41
	PUD	ACCT #202461034	UTIL ADMIN	53.90
	PUD	ACCT # 224101675	ROADWAY MAINTENANCE	61.40
	PUD	ACCT #222871949	PARK & RECREATION FAC	61.44
	PUD	ACCT #202476438	SEWER LIFT STATION	67.01
	PUD	ACCT #202012589	PARK & RECREATION FAC	69.83
	PUD	ACCT #201668043	PARK & RECREATION FAC	71.94
	PUD	ACCT #221192545	SOURCE OF SUPPLY	77.73
	PUD	ACCT #201672136	SEWER LIFT STATION	78.71
	PUD	ACCT #202178158	SEWER LIFT STATION	80.67
	PUD	ACCT #202524690	PUMPING PLANT	81.92
	PUD	ACCT #202794657	TRANSPORTATION	94.22
	PUD	ACCT #202461026	MAINT OF GENL PLANT	94.69
	PUD	ACCT #203199732	TRANSPORTATION	99.82
	PUD	ACCT #202694337	TRANSPORTATION	100.57
	PUD	ACCT #203005160	STREET LIGHTING	102.95
	PUD	ACCT #200571842	TRANSPORTATION	105.33
	PUD	ACCT #200827277	TRANSPORTATION	107.65
	PUD	ACCT #202288585	TRANSPORTATION	110.64
	PUD	ACCT #202368544	TRANSPORTATION	113.32
	PUD	ACCT #223945742	TRAFFIC CONTROL DEVICES	116.24
	PUD	ACCT #220761803	OPERA HOUSE	116.81
	PUD	ACCT #202143111	TRANSPORTATION	118.00
	PUD	ACCT #223514563	TRANSPORTATION	118.37
	PUD	ACCT #203430897	STREET LIGHTING	118.67
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	123.02
	PUD	ACCT #202490637	SEWER LIFT STATION	137.94
	PUD	ACCT #200084036	TRANSPORTATION	144.41
	PUD	ACCT #223735101	STREET LIGHTING	144.54
	PUD	ACCT #223154923	STREET LIGHTING	148.49
	PUD	ACCT # 222772634	TRANSPORTATION	155.29
	PUD	ACCT #223764663	SEWER LIFT STATION	155.92
	PUD	ACCT #202463543	SEWER LIFT STATION	156.80
	PUD	ACCT #202368551	PARK & RECREATION FAC	158.03
	PUD	ACCT #224248013	STREET LIGHTING	170.66
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	178.48
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	187.44
	PUD	ACCT #202000329	PARK & RECREATION FAC	196.67
	PUD	ACCT #203223458	PARK & RECREATION FAC	211.25
	PUD	ACCT #201065281	PARK & RECREATION FAC	213.18
	PUD	ACCT #205419765	NON-DEPARTMENTAL	217.61
	PUD	ACCT #200070449	TRANSPORTATION	252.51
	PUD	ACCT #200625382	SEWER LIFT STATION	265.93
	PUD	ACCT #222025900	PUMPING PLANT	277.53
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	281.24

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 12/31/2025 TO 12/31/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
192273	PUD	ACCT #221100092	GMA - STREET	341.83
	PUD	ACCT #220761175	OPERA HOUSE	349.66
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	352.17
	PUD	ACCT #201247699	STREET LIGHTING	369.17
	PUD	ACCT #201021698	PARK & RECREATION FAC	443.31
	PUD	ACCT #223521238	STORM DRAINAGE	450.34
	PUD	ACCT #220824148	WASTE WATER TREATMENT	478.64
	PUD	ACCT #201021607	PARK & RECREATION FAC	565.86
	PUD	ACCT #202499489	PARK & RECREATION FAC	794.18
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,225.56
	PUD	ACCT #200586485	SEWER LIFT STATION	1,225.81
	PUD	ACCT #223505728	NON-DEPARTMENTAL	2,118.34
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,968.61
	PUD	ACCT #223003021	NON-DEPARTMENTAL	11,325.96
192274	PYE-BARKER FIRE	ALARM MONITORING	NON-DEPARTMENTAL	109.39
192275	QU, SUZIE	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192276	QUIZA, RYAN	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192277	REECE TRUCKING	DUMP CLEAN DIRT	STORM DRAINAGE	438.20
192278	REILLY, CHRISTOPHER	REIMBURSEMENT - DOT EXAM	STORM DRAINAGE	125.00
192279	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	699.82
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	766.44
192280	ROBERT DROLL LANDSCA	DESIGN SERVICES	GMA-PARKS	13,202.50
192281	RODRIGUEZ, ALIZA	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192282	ROTH, ERIN		PARKS-RECREATION	70.00
192283	SCHAAF, KORTNEY	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192284	SEATTLE MARINERS	MARINER MOOSE	COMMUNITY EVENTS	350.00
192285	SEE, GLENN	REFUND - BUILDING PERMIT	COMMUNITY DEVELOPMENT	115.00
192286	SILVA, LIZZIE	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192287	SISKUN POWER EQUIPMENT	AIR FILTER	EQUIPMENT RENTAL	30.64
	SISKUN POWER EQUIPMENT	CHAIN LOOPS, BAR	EQUIPMENT RENTAL	617.47
	SISKUN POWER EQUIPMENT	TRIMMER, DOMBI, BACKPACK BLOWER	PARK & RECREATION FAC	4,165.16
192288	SKAGIT SHOOTING RANG	RANGE RENTAL	POLICE TRAINING-FIREARMS	247.83
	SKAGIT SHOOTING RANG		POLICE TRAINING-FIREARMS	597.85
192289	SNO CO CORRECTIONS	INMATE HOUSING - NOV 2025	DETENTION & CORRECTION	15,679.51
192290	SNO CO PUBLIC WORKS	VEHICLE BUILD-UP FOR P226	EQUIPMENT RENTAL	6,597.96
192291	SOUND PUBLISHING	BID 67TH AVE NE	GMA - STREET	220.16
192292	STILLWELL, MINDY	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192293	SUNBELT CONTROLS INC	TROUBLESHOOT	POLICE PATROL	2,973.14
192294	SUPERIOR RESTROOMS	SERVICE ON PORTABLE RESTROOMS	WATER DIST MAINS	71.11
192295	SWITCH ELECTRIC LLC	REFUND - PERMIT FEE	COMMUNITY DEVELOPMENT	115.00
192296	TAYLOR'S PLUMBING	REFUND - BUILDING PERMIT	NON-BUS LICENSES AND	175.00
192297	TEAM NELSON, INC.	REFUND - HYDRANT METER RENTAL	WATER-UTILITIES/ENVIRONME	-100.00
	TEAM NELSON, INC.		WATER/SEWER OPERATION	1,150.00
192298	TERRY, MISTY	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192299	THRIVE HEATING	REFUND - BUILDING PERMIT	NON-BUS LICENSES AND	240.00
	THRIVE HEATING		NON-BUS LICENSES AND	240.00
192300	TRANSPORTATION, DEPT	TRAVEL TOLLS	POLICE PATROL	6.50
	TRANSPORTATION, DEPT	ROAD TOLLS	POLICE PATROL	29.50
	TRANSPORTATION, DEPT	TRAVEL TOLLS	POLICE PATROL	109.50
192301	TURK, CHANTAL	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
192302	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	651.27
192303	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION	UTILITY LOCATING	899.95

DATE: 12/30/2025
TIME: 3:41:42PM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 12/31/2025 TO 12/31/2025

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
192304	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	29.50
	VESTIS GROUP INC.		EQUIPMENT RENTAL	54.80
192305	VESTIS GROUP INC.		EQUIPMENT RENTAL	27.44
	VESTIS GROUP INC.	CUSTODIAL CLEANING /MCC RENTALS	CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.	UNIFORM CLEANING/SHOP RENTALS	EQUIPMENT RENTAL	50.96
	VESTIS GROUP INC.	CUSTODIAL CLEANING /MCC RENTALS	CUSTODIAL SERVICES	180.00
	VESTIS GROUP INC.	CUSTODIAL CLEANING/MCC RENTALS	CUSTODIAL SERVICES	180.00
192306	WESTERN MECHANICAL &	HVAC REPAIR	PARK & RECREATION FAC	753.57
192307	WESTERN SYSTEMS	AUTO TRANSFER SWITCH	TRANSPORTATION	2,612.88
192308	ZEBLEY, LINDSAY	REFUND - BASKETBALL CAMP	PARKS-RECREATION	70.00
	ZEBLEY, LINDSAY		PARKS-RECREATION	70.00
192309	ZHANG, JIA	REFUND - LINE DANCE	PARKS-RECREATION	9.00
192310	ZIPLY FIBER	CELL SERVICE	POLICE ADMINISTRATION	63.66
	ZIPLY FIBER		POLICE PATROL	63.66
	ZIPLY FIBER		COMMUNICATION CENTER	63.66
	ZIPLY FIBER		UTILITY BILLING	63.66
	ZIPLY FIBER		GENERAL	63.66
	ZIPLY FIBER		GOLF ADMINISTRATION	63.66
	ZIPLY FIBER		COMMUNITY	127.31
	ZIPLY FIBER		DETENTION & CORRECTION	127.31
	ZIPLY FIBER		OFFICE OPERATIONS	127.31
	ZIPLY FIBER		GOLF ADMINISTRATION	127.31
	ZIPLY FIBER		FACILITY MAINTENANCE	197.46
	ZIPLY FIBER		RECREATION SERVICES	254.62
	ZIPLY FIBER		WASTE WATER TREATMENT	318.28
	ZIPLY FIBER		UTIL ADMIN	318.28

WARRANT TOTAL: 594,898.29

KINGS RENOVATIONS	CHECK LOST/DAMAGED	180453	\$1,100.00
RAY ALLEN MANUFACTURING CO. INC.	CHECK LOST/DAMAGED	191753	\$174.21

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$593,624.08



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 12, 2026

SUBMITTED BY: Pat Gruenhagen, Engineering Services

ITEM TYPE: Bid Award

AGENDA SECTION: **Review Bids**

SUBJECT: Contract Award for the 156th St. NE, Smokey Point Blvd. to Hayho Creek Widening Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor sign and execute the 156th Street NE, Smokey Point Blvd. to Hayho Creek Widening Project contract to RRJ Company LLC in the amount of \$1,743,397.45 including Washington State Sales Tax and approve a Management Reserve of \$174,000.00 for a total allocation of \$1,917,397.45.

SUMMARY:

The 156th Street NE Smokey Point Blvd. to Hayho Creek Widening Project will widen 156th Street NE from three lanes to five lanes in the vicinity east of Smokey Point Boulevard, thereby eliminating an existing bottleneck. Notable improvements include a shared use pathway on the north side of the roadway, enclosed storm drainage conveyance, pedestrian network upgrades, and comprehensive roadway illumination.

Bids for the project were received on December 18, 2025, and publicly read aloud. A total of twelve (12) bid proposals were received. The low bidder was RRJ Company LLC, with a bid of \$1,743,397.45 including Washington State Sales Tax (WSST). By contrast, the Engineer’s Estimate for the project is \$2.46 Million including WSST.

Staff have checked the references listed for the apparent low, responsive bidder, RRJ Company LLC, received satisfactory comments, and thereby determined that RRJ Company LLC is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, RRJ Company LLC in the amount of \$1,743,397.45 including WSST. Staff also recommends that Council authorize a \$174,000.00 Management Reserve, which would allow the City to react swiftly and decisively in managing unanticipated circumstances that may arise during construction.

The total recommended authorization is therefore as follows:

Contract Bid:	\$1,743,397.45
<u>Management Reserve:</u>	<u>\$ 174,000.00</u>
Total Construction Allocation:	\$1,917,397.45

This project is funded in part by \$1,482,398 grant through the Washington State Transportation Improvement Board’s Urban Arterial Program. Therefore, the estimated cost to the city for construction is \$434,999.45.

ATTACHMENTS:
[CERTIFIED BID TABULATION.pdf](#)
[Contract_RRJ.pdf](#)

City of Marysville
156th Street NE Widening - Smokey Point Blvd to Hayho Creek
TIB Project Number: 8-1-143(012)-1
Bid Opening Date: Thursday Dec. 18, 2025

CERTIFIED BID TABULATION

				Engineer's Estimate		Bayshore		Faber		Interwest		SRV		Konnerup		Colacurcio Brothers	
No.	Item Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Minor Changes	40,000	EST	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
2	Surveying	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,429.00	\$ 19,429.00	\$ 25,600.00	\$ 25,600.00	\$ 18,650.00	\$ 18,650.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00
3	ADA Features Surveing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,697.00	\$ 4,697.00	\$ 3,370.00	\$ 3,370.00	\$ 4,900.00	\$ 4,900.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
4	Record Drawings (Minimum Bid \$2,500)	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,992.00	\$ 2,992.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5	Countermeasures (SPCC) Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,593.00	\$ 1,593.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
6	Utility Potholes	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 2,400.00	\$ 12,000.00	\$ 872.00	\$ 4,360.00	\$ 1,000.00	\$ 5,000.00	\$ 625.00	\$ 3,125.00	\$ 600.00	\$ 3,000.00	\$ 800.00	\$ 4,000.00
7	Type B Progress Schedule	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 6,370.00	\$ 6,370.00	\$ 800.00	\$ 800.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
8	Mobilization	1	LS	\$ 243,000.00	\$ 243,000.00	\$ 200,000.00	\$ 200,000.00	\$ 195,035.00	\$ 195,035.00	\$ 183,000.00	\$ 183,000.00	\$ 194,000.00	\$ 194,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
9	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 110,000.00	\$ 110,000.00	\$ 213,400.00	\$ 213,400.00	\$ 110,000.00	\$ 110,000.00	\$ 78,000.00	\$ 78,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00
10	Portable Changeable Message Sign	1,400	HR	\$ 15.00	\$ 21,000.00	\$ 7.00	\$ 9,800.00	\$ 13.00	\$ 18,200.00	\$ 5.00	\$ 7,000.00	\$ 2.00	\$ 2,800.00	\$ 25.00	\$ 35,000.00	\$ 3.50	\$ 4,900.00
11	Uniformed Police Officer	40	HR	\$ 150.00	\$ 6,000.00	\$ 165.00	\$ 6,600.00	\$ 180.00	\$ 7,200.00	\$ 138.00	\$ 5,520.00	\$ 175.00	\$ 7,000.00	\$ 150.00	\$ 6,000.00	\$ 270.00	\$ 10,800.00
12	Clearing and Grubbing	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 60,000.00	\$ 60,000.00	\$ 12,313.00	\$ 12,313.00	\$ 68,000.00	\$ 68,000.00	\$ 24,500.00	\$ 24,500.00	\$ 20,000.00	\$ 20,000.00	\$ 75,000.00	\$ 75,000.00
13	Removal of Structure and Obstruction	1	LS	\$ 62,000.00	\$ 62,000.00	\$ 60,000.00	\$ 60,000.00	\$ 56,087.00	\$ 56,087.00	\$ 58,000.00	\$ 58,000.00	\$ 56,500.00	\$ 56,500.00	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00
14	Roadway Excavation Incl. Haul	1	LS	\$ 44,000.00	\$ 44,000.00	\$ 40,000.00	\$ 40,000.00	\$ 115,975.00	\$ 115,975.00	\$ 22,500.00	\$ 22,500.00	\$ 37,000.00	\$ 37,000.00	\$ 100,000.00	\$ 100,000.00	\$ 16,000.00	\$ 16,000.00
15	Gravel Borrow Incl. Haul	790	TN	\$ 40.00	\$ 31,600.00	\$ 42.00	\$ 33,180.00	\$ 21.00	\$ 16,590.00	\$ 27.00	\$ 21,330.00	\$ 31.00	\$ 24,490.00	\$ 50.00	\$ 39,500.00	\$ 22.60	\$ 17,854.00
16	Unsuitable Foundation Excavation Incl. Haul	80	CY	\$ 100.00	\$ 8,000.00	\$ 80.00	\$ 6,400.00	\$ 51.00	\$ 4,080.00	\$ 75.00	\$ 6,000.00	\$ 55.00	\$ 4,400.00	\$ 100.00	\$ 8,000.00	\$ 50.00	\$ 4,000.00
17	Shoring or Extra Excavation Class A	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 50,000.00	\$ 50,000.00	\$ 3,308.00	\$ 3,308.00	\$ 1.00	\$ 1.00	\$ 6,600.00	\$ 6,600.00	\$ 15,000.00	\$ 15,000.00	\$ 600.00	\$ 600.00
18	Shoring or Extra Excavation Class B	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 70,000.00	\$ 70,000.00	\$ 6,616.00	\$ 6,616.00	\$ 1,950.00	\$ 1,950.00	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 600.00	\$ 600.00
19	Crushed Surfacing Base Course	960	TN	\$ 65.00	\$ 62,400.00	\$ 47.00	\$ 45,120.00	\$ 32.00	\$ 30,720.00	\$ 35.00	\$ 33,600.00	\$ 42.00	\$ 40,320.00	\$ 56.00	\$ 53,760.00	\$ 53.00	\$ 50,880.00
20	Crushed Surfacing Top Course	530	TN	\$ 65.00	\$ 34,450.00	\$ 93.00	\$ 49,290.00	\$ 32.00	\$ 16,960.00	\$ 46.00	\$ 24,380.00	\$ 34.65	\$ 18,364.50	\$ 56.00	\$ 29,680.00	\$ 42.50	\$ 22,525.00
21	Commercial HMA Cl. 1/2" PG 64-22	1,100	TN	\$ 150.00	\$ 165,000.00	\$ 190.00	\$ 209,000.00	\$ 152.00	\$ 167,200.00	\$ 146.00	\$ 160,600.00	\$ 146.00	\$ 160,600.00	\$ 160.00	\$ 176,000.00	\$ 138.00	\$ 151,800.00
22	Planing Bituminous Pavement	800	SY	\$ 15.00	\$ 12,000.00	\$ 19.00	\$ 15,200.00	\$ 7.00	\$ 5,600.00	\$ 6.50	\$ 5,200.00	\$ 8.00	\$ 6,400.00	\$ 12.00	\$ 9,600.00	\$ 13.50	\$ 10,800.00
23	Asphalt Cost Price Adjustment	5,000	CALC	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
24	Thickened Edge Sidewalk	15	SY	\$ 340.00	\$ 5,100.00	\$ 350.00	\$ 5,250.00	\$ 718.00	\$ 10,770.00	\$ 1,180.00	\$ 17,700.00	\$ 253.00	\$ 3,795.00	\$ 242.00	\$ 3,630.00	\$ 600.00	\$ 9,000.00
25	VFG Walls and Slopes	4,820	SF	\$ 65.00	\$ 313,300.00	\$ 95.00	\$ 457,900.00	\$ 77.00	\$ 371,140.00	\$ 49.00	\$ 236,180.00	\$ 72.00	\$ 347,040.00	\$ 60.00	\$ 289,200.00	\$ 65.00	\$ 313,300.00
26	Corrugated Polyethylene Storm Sewer Pipe 12-In. Diam.	1,060	LF	\$ 100.00	\$ 106,000.00	\$ 83.00	\$ 87,980.00	\$ 65.00	\$ 68,900.00	\$ 68.00	\$ 72,080.00	\$ 43.60	\$ 46,216.00	\$ 80.00	\$ 84,800.00	\$ 22.00	\$ 23,320.00
27	Corrugated Polyethylene Storm Sewer Pipe 18-In. Diam.	52	LF	\$ 200.00	\$ 10,400.00	\$ 123.00	\$ 6,396.00	\$ 85.00	\$ 4,420.00	\$ 130.00	\$ 6,760.00	\$ 85.00	\$ 4,420.00	\$ 95.00	\$ 4,940.00	\$ 82.00	\$ 4,264.00
28	Catch Basin Type 1	7	EA	\$ 3,000.00	\$ 21,000.00	\$ 2,400.00	\$ 16,800.00	\$ 2,175.00	\$ 15,225.00	\$ 2,600.00	\$ 18,200.00	\$ 2,200.00	\$ 15,400.00	\$ 1,800.00	\$ 12,600.00	\$ 2,500.00	\$ 17,500.00
29	Concrete Inlet	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,959.00	\$ 9,795.00	\$ 1,600.00	\$ 8,000.00	\$ 2,171.00	\$ 10,855.00	\$ 1,500.00	\$ 7,500.00	\$ 2,300.00	\$ 11,500.00
30	Catch Basin Type 2 48-In. Diam.	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 7,700.00	\$ 23,100.00	\$ 5,362.00	\$ 16,086.00	\$ 5,000.00	\$ 15,000.00	\$ 4,900.00	\$ 14,700.00	\$ 6,500.00	\$ 19,500.00	\$ 4,900.00	\$ 14,700.00
31	Connection to Drainage System	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 4,800.00	\$ 19,200.00	\$ 2,004.00	\$ 8,016.00	\$ 2,200.00	\$ 8,800.00	\$ 935.00	\$ 3,740.00	\$ 3,000.00	\$ 12,000.00	\$ 1,500.00	\$ 6,000.00
32	Adjust Manhole	1	EA	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 1,522.00	\$ 1,522.00	\$ 360.00	\$ 360.00	\$ 1,450.00	\$ 1,450.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00
33	Ductile Iron Pipe for Water Main 6-In. Diam.	170	LF	\$ 150.00	\$ 25,500.00	\$ 131.00	\$ 22,270.00	\$ 85.00	\$ 14,450.00	\$ 73.00	\$ 12,410.00	\$ 78.00	\$ 13,260.00	\$ 140.00	\$ 23,800.00	\$ 100.00	\$ 17,000.00
34	Moving Existing Hydrant	9	EA	\$ 10,000.00	\$ 90,000.00	\$ 14,000.00	\$ 126,000.00	\$ 7,661.00	\$ 68,949.00	\$ 5,650.00	\$ 50,850.00	\$ 5,600.00	\$ 50,400.00	\$ 5,000.00	\$ 45,000.00	\$ 5,700.00	\$ 51,300.00
35	Erosion/Water Pollution Control	20,000	FA	\$ 1.00	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00
36	(SWPPP) & Implementation	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 500.00	\$ 3,185.00	\$ 3,185.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
37	ESC Lead	125	DAY	\$ 400.00	\$ 50,000.00	\$ 160.00	\$ 20,000.00	\$ 141.00	\$ 17,625.00	\$ 35.00	\$ 4,375.00	\$ 38.00	\$ 4,750.00	\$ 150.00	\$ 18,750.00	\$ 6.00	\$ 750.00
38	Inlet Protection	39	EA	\$ 150.00	\$ 5,850.00	\$ 213.00	\$ 8,307.00	\$ 187.00	\$ 7,293.00	\$ 92.00	\$ 3,588.00	\$ 85.00	\$ 3,315.00	\$ 80.00	\$ 3,120.00	\$ 100.00	\$ 3,900.00
39	High Visibility Silt Fence	980	LF	\$ 10.00	\$ 9,800.00	\$ 9.00	\$ 8,820.00	\$ 9.00	\$ 8,820.00	\$ 7.50	\$ 7,350.00	\$ 7.00	\$ 6,860.00	\$ 7.00	\$ 6,860.00	\$ 6.00	\$ 5,880.00
40	High Visibility Fence	2,140	LF	\$ 5.00	\$ 10,700.00	\$ 6.00	\$ 12,840.00	\$ 8.00	\$ 17,120.00	\$ 5.41	\$ 11,577.40	\$ 5.00	\$ 10,700.00	\$ 5.00	\$ 10,700.00	\$ 5.00	\$ 10,700.00
41	Wattle	30	LF	\$ 10.00	\$ 300.00	\$ 7.00	\$ 210.00	\$ 11.00	\$ 330.00	\$ 9.50	\$ 285.00	\$ 14.00	\$ 420.00	\$ 25.00	\$ 750.00	\$ 16.00	\$ 480.00
42	PSIPE - Acer x freemanii 'Scarsen' / Scarlet Sentinel Red Maple 2.5" Cal. / B&B	23	EA	\$ 650.00	\$ 14,950.00	\$ 850.00	\$ 19,550.00	\$ 868.00	\$ 19,964.00	\$ 834.00	\$ 19,182.00	\$ 850.00	\$ 19,550.00	\$ 895.00	\$ 20,585.00	\$ 1,000.00	\$ 23,000.00
43	Standing Ovation Serviceberry, 4-6' Ht.	18	EA	\$ 400.00	\$ 7,200.00	\$ 120.00	\$ 2,160.00	\$ 132.00	\$ 2,376.00	\$ 126.50	\$ 2,277.00	\$ 95.50	\$ 1,719.00	\$ 100.50	\$ 1,809.00	\$ 270.00	\$ 4,860.00
44	PSIPE - Acrctostaphylos uva-ursi / Kinnikinnick, 1 Gal. cont.	229	EA	\$ 24.00	\$ 5,496.00	\$ 21.00	\$ 4,809.00	\$ 22.00	\$ 5,038.00	\$ 21.00	\$ 4,809.00	\$ 23.00	\$ 5,267.00	\$ 24.20	\$ 5,541.80	\$ 11.00	\$ 2,519.00
45	PSIPE - Fragaria chiloensis / Beach Strawberry, 1 Gal. cont.	230	EA	\$ 24.00	\$ 5,520.00	\$ 21.00	\$ 4,830.00	\$ 22.00	\$ 5,060.00	\$ 20.00	\$ 4,600.00	\$ 23.00	\$ 5,290.00	\$ 24.20	\$ 5,566.00	\$ 11.00	\$ 2,530.00
46	PSIPE - Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper, 4ft. Ht, B&B	48	EA	\$ 345.00	\$ 16,560.00	\$ 175.00	\$ 8,400.00	\$ 180.00	\$ 8,640.00	\$ 172.50	\$ 8,280.00	\$ 109.00	\$ 5,232.00	\$ 115.00	\$ 5,520.00	\$ 100.00	\$ 4,800.00
47	PSIPE - Mahonia aquifolium 'Compacta' / Compact Oregon Grape, 1 Gal.cont.	36	EA	\$ 30.00	\$ 1,080.00	\$ 23.00	\$ 828.00	\$ 24.00	\$ 864.00	\$ 23.00	\$ 828.00	\$ 23.00	\$ 828.00	\$ 24.20	\$ 871.20	\$ 21.00	\$ 756.00
48	Gulf Stream Heavenly Bamboo, 1 Gal. cont.	103	EA	\$ 30.00	\$ 3,090.00	\$ 26.00	\$ 2,678.00	\$ 26.00	\$ 2,678.00	\$ 25.00	\$ 2,575.00	\$ 26.50	\$ 2,729.50	\$ 27.85	\$ 2,868.55	\$ 11.00	\$ 1,133.00
49	PSIPE - Pinus mugo 'Columnaris' / Columnar Mugo Pine, 4ft. Ht, B&B	45	EA	\$ 375.00	\$ 16,875.00	\$ 200.00	\$ 9,000.00	\$ 221.00	\$ 9,945.00	\$ 213.00	\$ 9,585.00	\$ 95.50	\$ 4,297.50	\$ 100.45	\$ 4,520.25	\$ 175.00	\$ 7,875.00
50	PSIPE - Viburnum davidii / David Viburnum, 1 Gal. cont.	77	EA	\$ 25.00	\$ 1,925.00	\$ 23.00	\$ 1,771.00	\$ 24.00	\$ 1,848.00	\$ 23.00	\$ 1,771.00	\$ 26.50	\$ 2,040.50	\$ 27.85	\$ 2,144.45	\$ 11.00	\$ 847.00

City of Marysville
156th Street NE Widening - Smokey Point Blvd to Hayho Creek
TIB Project Number: 8-1-143(012)-1
Bid Opening Date: Thursday Dec. 18, 2025

CERTIFIED BID TABULATION

				Engineer's Estimate		Bayshore		Faber		Interwest		SRV		Konnerup		Colacurcio Brothers	
No.	Item Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
51	PSIPE - Turf Sod / Drought Tolerant Fescue Blend.	478	SY	\$ 24.00	\$ 11,472.00	\$ 11.00	\$ 5,258.00	\$ 11.00	\$ 5,258.00	\$ 11.00	\$ 5,258.00	\$ 1.75	\$ 836.50	\$ 1.85	\$ 884.30	\$ 11.00	\$ 5,258.00
52	PSIPE - Native Erosion Control Seed Mix (Hydroseed)	1,544	SY	\$ 9.00	\$ 13,896.00	\$ 4.00	\$ 6,176.00	\$ 4.00	\$ 6,176.00	\$ 3.50	\$ 5,404.00	\$ 1.50	\$ 2,316.00	\$ 1.51	\$ 2,331.44	\$ 3.20	\$ 4,940.80
53	Bark Mulch	362	SY	\$ 7.00	\$ 2,534.00	\$ 5.00	\$ 1,810.00	\$ 6.00	\$ 2,172.00	\$ 6.00	\$ 2,172.00	\$ 65.00	\$ 23,530.00	\$ 67.75	\$ 24,525.50	\$ 13.00	\$ 4,706.00
54	Topsoil Type A	400	CY	\$ 60.00	\$ 24,000.00	\$ 75.00	\$ 30,000.00	\$ 76.00	\$ 30,400.00	\$ 73.00	\$ 29,200.00	\$ 62.00	\$ 24,800.00	\$ 65.50	\$ 26,200.00	\$ 80.00	\$ 32,000.00
55	Compost Blanket (3" Fine Compost)	1,800	SY	\$ 12.00	\$ 21,600.00	\$ 7.00	\$ 12,600.00	\$ 7.00	\$ 12,600.00	\$ 6.50	\$ 11,700.00	\$ 5.50	\$ 9,900.00	\$ 5.75	\$ 10,350.00	\$ 6.50	\$ 11,700.00
56	Root barrier	690	LF	\$ 12.00	\$ 8,280.00	\$ 18.00	\$ 12,420.00	\$ 18.00	\$ 12,420.00	\$ 17.00	\$ 11,730.00	\$ 11.50	\$ 7,935.00	\$ 12.10	\$ 8,349.00	\$ 9.00	\$ 6,210.00
57	Irrigation System	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 26,926.00	\$ 26,926.00	\$ 26,000.00	\$ 26,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,527.00	\$ 10,527.00	\$ 35,000.00	\$ 35,000.00
58	Cement Conc. Traffic Curb and Gutter	1,100	LF	\$ 55.00	\$ 60,500.00	\$ 43.00	\$ 47,300.00	\$ 48.00	\$ 52,800.00	\$ 49.00	\$ 53,900.00	\$ 39.00	\$ 42,900.00	\$ 36.30	\$ 39,930.00	\$ 41.00	\$ 45,100.00
59	Cement Conc. Pedestrian Curb	140	LF	\$ 55.00	\$ 7,700.00	\$ 48.00	\$ 6,720.00	\$ 48.00	\$ 6,720.00	\$ 51.00	\$ 7,140.00	\$ 55.00	\$ 7,700.00	\$ 48.50	\$ 6,790.00	\$ 66.00	\$ 9,240.00
60	Cement Conc. Driveway Reverse Slope	80	SY	\$ 100.00	\$ 8,000.00	\$ 125.00	\$ 10,000.00	\$ 114.00	\$ 9,120.00	\$ 110.00	\$ 8,800.00	\$ 106.00	\$ 8,480.00	\$ 87.75	\$ 7,020.00	\$ 118.00	\$ 9,440.00
61	Raised Pavement Markers Type 2	2	HUND	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 898.00	\$ 1,796.00	\$ 863.00	\$ 1,726.00	\$ 865.00	\$ 1,730.00	\$ 910.00	\$ 1,820.00	\$ 800.00	\$ 1,600.00
62	Chain Link Fence	990	LF	\$ 45.00	\$ 44,550.00	\$ 50.00	\$ 49,500.00	\$ 48.00	\$ 47,520.00	\$ 48.00	\$ 47,520.00	\$ 46.00	\$ 45,540.00	\$ 60.00	\$ 59,400.00	\$ 43.00	\$ 42,570.00
63	Reset Survey Monument	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 2,000.00	\$ 10,000.00	\$ 878.00	\$ 4,390.00	\$ 1,560.00	\$ 7,800.00	\$ 955.00	\$ 4,775.00	\$ 2,000.00	\$ 10,000.00	\$ 1,100.00	\$ 5,500.00
64	Cement Concrete Curb Ramp Type Perpend	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 4,300.00	\$ 8,600.00	\$ 4,189.00	\$ 8,378.00	\$ 6,000.00	\$ 12,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,420.00	\$ 4,840.00	\$ 3,600.00	\$ 7,200.00
65	Cement Concrete Curb Ramp Type Perpend	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 2,700.00	\$ 10,800.00	\$ 2,693.00	\$ 10,772.00	\$ 4,600.00	\$ 18,400.00	\$ 2,900.00	\$ 11,600.00	\$ 2,238.50	\$ 8,954.00	\$ 2,450.00	\$ 9,800.00
66	Cement Conc. Curb Ramp Type Parallel	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 3,300.00	\$ 13,200.00	\$ 2,513.00	\$ 10,052.00	\$ 4,000.00	\$ 16,000.00	\$ 3,100.00	\$ 12,400.00	\$ 2,420.00	\$ 9,680.00	\$ 2,500.00	\$ 10,000.00
67	Cement Concrete Curb Ramp Type Single D	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 4,800.00	\$ 9,600.00	\$ 3,830.00	\$ 7,660.00	\$ 4,780.00	\$ 9,560.00	\$ 3,100.00	\$ 6,200.00	\$ 2,420.00	\$ 4,840.00	\$ 3,600.00	\$ 7,200.00
68	Cement Concrete Sidewalk	2,960	SY	\$ 50.00	\$ 148,000.00	\$ 85.00	\$ 251,600.00	\$ 84.00	\$ 248,640.00	\$ 103.00	\$ 304,880.00	\$ 80.00	\$ 236,800.00	\$ 72.30	\$ 214,008.00	\$ 78.50	\$ 232,360.00
69	Traffic Signal System - Smokey Point Boulevard and 156th Street NE, Complete	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 125,000.00	\$ 125,000.00	\$ 207,596.00	\$ 207,596.00	\$ 115,000.00	\$ 115,000.00	\$ 126,500.00	\$ 126,500.00	\$ 196,020.00	\$ 196,020.00	\$ 135,000.00	\$ 135,000.00
70	Decorative Illumination System, Complete	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 258,000.00	\$ 258,000.00	\$ 308,771.00	\$ 308,771.00	\$ 215,000.00	\$ 215,000.00	\$ 235,000.00	\$ 235,000.00	\$ 260,000.00	\$ 260,000.00	\$ 235,000.00	\$ 235,000.00
71	Permanent Signing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,992.00	\$ 2,992.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
72	Plastic Traffic Arrow	15	EA	\$ 750.00	\$ 11,250.00	\$ 225.00	\$ 3,375.00	\$ 239.00	\$ 3,585.00	\$ 230.00	\$ 3,450.00	\$ 230.00	\$ 3,450.00	\$ 250.00	\$ 3,750.00	\$ 210.00	\$ 3,150.00
73	Plastic Stop Line	103	LF	\$ 5.00	\$ 515.00	\$ 30.00	\$ 3,090.00	\$ 30.00	\$ 3,090.00	\$ 29.00	\$ 2,987.00	\$ 28.75	\$ 2,961.25	\$ 30.25	\$ 3,115.75	\$ 27.00	\$ 2,781.00
74	Plastic Crosswalk Line	560	SF	\$ 5.00	\$ 2,800.00	\$ 15.00	\$ 8,400.00	\$ 16.00	\$ 8,960.00	\$ 15.00	\$ 8,400.00	\$ 15.00	\$ 8,400.00	\$ 15.75	\$ 8,820.00	\$ 14.00	\$ 7,840.00
75	Profiled Methyl Methacrylate (MMA) Line	9,930	LF	\$ 4.00	\$ 39,720.00	\$ 3.00	\$ 29,790.00	\$ 4.00	\$ 39,720.00	\$ 3.75	\$ 37,237.50	\$ 4.00	\$ 39,720.00	\$ 3.85	\$ 38,230.50	\$ 3.40	\$ 33,762.00
Base Bid Item Total Amount				\$ 2,464,713.00		\$ 2,908,828.00		\$ 2,752,298.00		\$ 2,306,037.90		\$ 2,223,797.75		\$ 2,469,601.74		\$ 2,224,530.80	



12/22/2025

City of Marysville
156th Street NE Widening - Smokey Point Blvd to Hayho Creek
TIB Project Number: 8-1-143(012)-1
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CERTIFIED BID TABULATION

				Engineer's Estimate		Strider		Strickland & Sons		Kamins		Reece		Earthwork Solutions		RRJ Co.	
No.	Item Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Minor Changes	40,000	EST	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
2	Surveying	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,440.00	\$ 19,440.00	\$ 6,200.00	\$ 6,200.00	\$ 17,858.50	\$ 17,858.50	\$ 18,097.11	\$ 18,097.11
3	ADA Features Surveing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,200.00	\$ 5,200.00	\$ 2,970.00	\$ 2,970.00	\$ 6,200.00	\$ 6,200.00	\$ 4,317.50	\$ 4,317.50	\$ 4,375.19	\$ 4,375.19
4	Record Drawings (Minimum Bid \$2,5	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 2,750.00	\$ 2,750.00	\$ 2,500.00	\$ 2,500.00
5	Countermeasures (SPCC) Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 275.00	\$ 275.00	\$ 400.00	\$ 400.00
6	Utility Potholes	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 600.00	\$ 3,000.00	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 415.00	\$ 2,075.00	\$ 385.00	\$ 1,925.00	\$ 528.88	\$ 2,644.40
7	Type B Progress Schedule	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,800.00	\$ 2,800.00	\$ 2,700.00	\$ 2,700.00	\$ 275.00	\$ 275.00	\$ 400.00	\$ 400.00
8	Mobilization	1	LS	\$ 243,000.00	\$ 243,000.00	\$ 225,000.00	\$ 225,000.00	\$ 231,000.00	\$ 231,000.00	\$ 150,481.80	\$ 150,481.80	\$ 40,380.50	\$ 40,380.50	\$ 174,914.00	\$ 174,914.00	\$ 83,919.55	\$ 83,919.55
9	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 150,000.00	\$ 229,000.00	\$ 229,000.00	\$ 166,860.00	\$ 166,860.00	\$ 21,500.00	\$ 21,500.00	\$ 55,000.00	\$ 55,000.00	\$ 85,829.39	\$ 85,829.39
10	Portable Changeable Message Sign	1,400	HR	\$ 15.00	\$ 21,000.00	\$ 3.00	\$ 4,200.00	\$ 7.50	\$ 10,500.00	\$ 6.48	\$ 9,072.00	\$ 2.50	\$ 3,500.00	\$ 1.10	\$ 1,540.00	\$ 2.37	\$ 3,318.00
11	Uniformed Police Officer	40	HR	\$ 150.00	\$ 6,000.00	\$ 200.00	\$ 8,000.00	\$ 145.00	\$ 5,800.00	\$ 129.60	\$ 5,184.00	\$ 220.00	\$ 8,800.00	\$ 137.50	\$ 5,500.00	\$ 94.75	\$ 3,790.00
12	Clearing and Grubbing	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 45,000.00	\$ 45,000.00	\$ 67,000.00	\$ 67,000.00	\$ 17,344.80	\$ 17,344.80	\$ 8,900.00	\$ 8,900.00	\$ 16,500.00	\$ 16,500.00	\$ 14,972.64	\$ 14,972.64
13	Removal of Structure and Obstructio	1	LS	\$ 62,000.00	\$ 62,000.00	\$ 45,000.00	\$ 45,000.00	\$ 53,800.00	\$ 53,800.00	\$ 63,158.40	\$ 63,158.40	\$ 27,000.00	\$ 27,000.00	\$ 26,376.90	\$ 26,376.90	\$ 37,982.57	\$ 37,982.57
14	Roadway Excavation Incl. Haul	1	LS	\$ 44,000.00	\$ 44,000.00	\$ 35,000.00	\$ 35,000.00	\$ 107,000.00	\$ 107,000.00	\$ 42,508.80	\$ 42,508.80	\$ 12,000.00	\$ 12,000.00	\$ 16,500.00	\$ 16,500.00	\$ 28,369.96	\$ 28,369.96
15	Gravel Borrow Incl. Haul	790	TN	\$ 40.00	\$ 31,600.00	\$ 34.00	\$ 26,860.00	\$ 35.85	\$ 28,321.50	\$ 31.26	\$ 24,695.40	\$ 27.00	\$ 21,330.00	\$ 24.47	\$ 19,331.30	\$ 16.88	\$ 13,335.20
16	Unsuitable Foundation Excavation In	80	CY	\$ 100.00	\$ 8,000.00	\$ 25.00	\$ 2,000.00	\$ 53.00	\$ 4,240.00	\$ 60.00	\$ 4,800.00	\$ 33.00	\$ 2,640.00	\$ 26.40	\$ 2,112.00	\$ 26.73	\$ 2,138.40
17	Shoring or Extra Excavation Class A	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,620.00	\$ 1,620.00	\$ 1,100.00	\$ 1,100.00	\$ 110.00	\$ 110.00	\$ 1,090.92	\$ 1,090.92
18	Shoring or Extra Excavation Class B	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,240.00	\$ 3,240.00	\$ 1,100.00	\$ 1,100.00	\$ 550.00	\$ 550.00	\$ 2,194.15	\$ 2,194.15
19	Crushed Surfacing Base Course	960	TN	\$ 65.00	\$ 62,400.00	\$ 42.00	\$ 40,320.00	\$ 42.00	\$ 40,320.00	\$ 37.17	\$ 35,683.20	\$ 27.00	\$ 25,920.00	\$ 36.02	\$ 34,579.20	\$ 37.34	\$ 35,846.40
20	Crushed Surfacing Top Course	530	TN	\$ 65.00	\$ 34,450.00	\$ 70.00	\$ 37,100.00	\$ 46.40	\$ 24,592.00	\$ 38.37	\$ 20,336.10	\$ 50.00	\$ 26,500.00	\$ 36.02	\$ 19,090.60	\$ 45.26	\$ 23,987.80
21	Commercial HMA Cl. 1/2" PG 64-22	1,100	TN	\$ 150.00	\$ 165,000.00	\$ 140.00	\$ 154,000.00	\$ 147.00	\$ 161,700.00	\$ 140.40	\$ 154,440.00	\$ 122.00	\$ 134,200.00	\$ 148.50	\$ 163,350.00	\$ 141.57	\$ 155,727.00
22	Planing Bituminous Pavement	800	SY	\$ 15.00	\$ 12,000.00	\$ 8.00	\$ 6,400.00	\$ 14.25	\$ 11,400.00	\$ 17.28	\$ 13,824.00	\$ 5.00	\$ 4,000.00	\$ 9.90	\$ 7,920.00	\$ 15.33	\$ 12,264.00
23	Asphalt Cost Price Adjustment	5,000	CALC	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
24	Thickened Edge Sidewalk	15	SY	\$ 340.00	\$ 5,100.00	\$ 500.00	\$ 7,500.00	\$ 619.00	\$ 9,285.00	\$ 572.54	\$ 8,588.10	\$ 221.00	\$ 3,315.00	\$ 220.00	\$ 3,300.00	\$ 557.35	\$ 8,360.25
25	VFG Walls and Slopes	4,820	SF	\$ 65.00	\$ 313,300.00	\$ 67.00	\$ 322,940.00	\$ 54.60	\$ 263,172.00	\$ 39.02	\$ 188,076.40	\$ 65.00	\$ 313,300.00	\$ 23.28	\$ 112,209.60	\$ 22.74	\$ 109,606.80
26	Corrugated Polyethylene Storm Sewer Pipe 12-In. Diam.	1,060	LF	\$ 100.00	\$ 106,000.00	\$ 50.00	\$ 53,000.00	\$ 86.00	\$ 91,160.00	\$ 81.12	\$ 85,987.20	\$ 42.50	\$ 45,050.00	\$ 60.35	\$ 63,971.00	\$ 38.71	\$ 41,032.60
27	Corrugated Polyethylene Storm Sewer Pipe 18-In. Diam.	52	LF	\$ 200.00	\$ 10,400.00	\$ 85.00	\$ 4,420.00	\$ 119.00	\$ 6,188.00	\$ 98.70	\$ 5,132.40	\$ 87.00	\$ 4,524.00	\$ 84.87	\$ 4,413.24	\$ 106.04	\$ 5,514.08
28	Catch Basin Type 1	7	EA	\$ 3,000.00	\$ 21,000.00	\$ 1,750.00	\$ 12,250.00	\$ 1,970.00	\$ 13,790.00	\$ 2,351.47	\$ 16,460.29	\$ 1,450.00	\$ 10,150.00	\$ 2,827.00	\$ 19,789.00	\$ 2,004.47	\$ 14,031.29
29	Concrete Inlet	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 1,700.00	\$ 8,500.00	\$ 1,750.00	\$ 8,750.00	\$ 2,008.58	\$ 10,042.90	\$ 1,300.00	\$ 6,500.00	\$ 2,617.83	\$ 13,089.15	\$ 1,180.83	\$ 5,904.15
30	Catch Basin Type 2 48-In. Diam.	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 4,750.00	\$ 14,250.00	\$ 6,000.00	\$ 18,000.00	\$ 5,790.96	\$ 17,372.88	\$ 3,700.00	\$ 11,100.00	\$ 5,610.00	\$ 16,830.00	\$ 5,362.39	\$ 16,087.17
31	Connection to Drainage System	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 650.00	\$ 2,600.00	\$ 1,350.00	\$ 5,400.00	\$ 810.00	\$ 3,240.00	\$ 620.00	\$ 2,480.00	\$ 2,282.50	\$ 9,130.00	\$ 632.58	\$ 2,530.32
32	Adjust Manhole	1	EA	\$ 800.00	\$ 800.00	\$ 450.00	\$ 450.00	\$ 885.00	\$ 885.00	\$ 1,080.00	\$ 1,080.00	\$ 1,200.00	\$ 1,200.00	\$ 550.00	\$ 550.00	\$ 445.29	\$ 445.29
33	Ductile Iron Pipe for Water Main 6- In. Diam.	170	LF	\$ 150.00	\$ 25,500.00	\$ 75.00	\$ 12,750.00	\$ 115.00	\$ 19,550.00	\$ 91.76	\$ 15,599.20	\$ 110.00	\$ 18,700.00	\$ 97.05	\$ 16,498.50	\$ 54.41	\$ 9,249.70
34	Moving Existing Hydrant	9	EA	\$ 10,000.00	\$ 90,000.00	\$ 7,800.00	\$ 70,200.00	\$ 12,000.00	\$ 108,000.00	\$ 7,544.88	\$ 67,903.92	\$ 5,725.00	\$ 51,525.00	\$ 2,860.00	\$ 25,740.00	\$ 5,448.52	\$ 49,036.68
35	Erosion/Water Pollution Control	20,000	FA	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00	\$1	\$ 20,000.00
36	Plan (SWPPP) & Implementation	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 33,000.00	\$ 33,000.00	\$ 3,780.00	\$ 3,780.00	\$ 1,340.00	\$ 1,340.00	\$ 550.00	\$ 550.00	\$ 557.34	\$ 557.34
37	ESC Lead	125	DAY	\$ 400.00	\$ 50,000.00	\$ 100.00	\$ 12,500.00	\$ 112.00	\$ 14,000.00	\$ 97.20	\$ 12,150.00	\$ 133.00	\$ 16,625.00	\$ 55.00	\$ 6,875.00	\$ 77.90	\$ 9,737.50
38	Inlet Protection	39	EA	\$ 150.00	\$ 5,850.00	\$ 55.00	\$ 2,145.00	\$ 67.25	\$ 2,622.75	\$ 86.40	\$ 3,369.60	\$ 80.00	\$ 3,120.00	\$ 23.10	\$ 900.90	\$ 30.48	\$ 1,188.72
39	High Visibility Silt Fence	980	LF	\$ 10.00	\$ 9,800.00	\$ 4.00	\$ 3,920.00	\$ 6.20	\$ 6,076.00	\$ 7.56	\$ 7,408.80	\$ 7.00	\$ 6,860.00	\$ 68.20	\$ 66,836.00	\$ 6.96	\$ 6,820.80
40	High Visibility Fence	2,140	LF	\$ 5.00	\$ 10,700.00	\$ 3.00	\$ 6,420.00	\$ 2.50	\$ 5,350.00	\$ 5.40	\$ 11,556.00	\$ 3.50	\$ 7,490.00	\$ 3.41	\$ 7,297.40	\$ 2.75	\$ 5,885.00
41	Wattle	30	LF	\$ 10.00	\$ 300.00	\$ 20.00	\$ 600.00	\$ 9.70	\$ 291.00	\$ 27.00	\$ 810.00	\$ 5.75	\$ 172.50	\$ 1.10	\$ 33.00	\$ 4.74	\$ 142.20
42	PSIPE - Acer x freemanii 'Scarsen' / Scarlet Sentinel Red Maple 2.5" Cal. / B&B	23	EA	\$ 650.00	\$ 14,950.00	\$ 800.00	\$ 18,400.00	\$ 768.50	\$ 17,675.50	\$ 783.00	\$ 18,009.00	\$ 801.00	\$ 18,423.00	\$ 236.50	\$ 5,439.50	\$ 808.16	\$ 18,587.68
43	'Obelisk' / Standing Ovation	18	EA	\$ 400.00	\$ 7,200.00	\$ 90.00	\$ 1,620.00	\$ 116.60	\$ 2,098.80	\$ 118.80	\$ 2,138.40	\$ 122.00	\$ 2,196.00	\$ 137.50	\$ 2,475.00	\$ 122.62	\$ 2,207.16
44	PSIPE - Acrctostaphylos uva-ursi / Kinnikinnick, 1 Gal. cont.	229	EA	\$ 24.00	\$ 5,496.00	\$ 20.00	\$ 4,580.00	\$ 19.10	\$ 4,373.90	\$ 19.44	\$ 4,451.76	\$ 20.00	\$ 4,580.00	\$ 5.50	\$ 1,259.50	\$ 20.06	\$ 4,593.74
45	PSIPE - Fragaria chiloensis / Beach Strawberry, 1 Gal. cont.	230	EA	\$ 24.00	\$ 5,520.00	\$ 20.00	\$ 4,600.00	\$ 19.10	\$ 4,393.00	\$ 19.44	\$ 4,471.20	\$ 20.00	\$ 4,600.00	\$ 5.50	\$ 1,265.00	\$ 20.06	\$ 4,613.80
46	PSIPE - Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper, 4ft. Ht, B&B	48	EA	\$ 345.00	\$ 16,560.00	\$ 100.00	\$ 4,800.00	\$ 159.00	\$ 7,632.00	\$ 162.00	\$ 7,776.00	\$ 165.00	\$ 7,920.00	\$ 110.00	\$ 5,280.00	\$ 167.20	\$ 8,025.60
47	PSIPE - Mahonia aquifolium 'Compacta' / Compact Oregon Grape, 1 Gal.cont.	36	EA	\$ 30.00	\$ 1,080.00	\$ 22.00	\$ 792.00	\$ 23.35	\$ 840.60	\$ 21.60	\$ 777.60	\$ 22.00	\$ 792.00	\$ 5.50	\$ 198.00	\$ 22.29	\$ 802.44

CERTIFIED BID TABULATION

SECOND THIRD LOW BID

12/22/2025

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 RRJ Company, LLC (Contractor), a partnership, organized under the laws of the State of Washington, located and doing business at PO Box 607 Monroe, WA 98272, (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:

**156TH STREET NE WIDENING—
SMOKEY POINT BOULEVARD TO HAYHO CREEK
TIB Project No. 8-1-143(012)-1**

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 125 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 [Contract Amount] (\$ 1,743,397.45) 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, sales and use taxes, profit, subcontractors, consultants, professional services, 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 12/18/2025 . The basis for final payment will be the actual amount of work performed and payments, whether partial or final, will be made according to the Contract Documents.
- 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 Robert Welcome (Contractor Representative) on behalf of the Contractor and by Patrick Gruenhagen (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:

RRJ Company, LLC
Attn: Robert Welcome
PO Box 607
Monroe, WA 98272

City:

City of Marysville
Public Works – Attn: Patrick Gruenhagen
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.

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 12, 2026

SUBMITTED BY: Stephen Doherty, Information Systems

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Microsoft Enterprise Enrollment Years 4-6

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute all necessary documentation in regard to the city's Microsoft Enterprise Agreement.

SUMMARY: The City is entering the next three-year term of its Microsoft Enterprise Agreement #70014250. This agreement will set the pricing schedule for years 2026, 2027 and 2028 of our Microsoft license subscriptions. The invoice included with this request accounts for the upcoming term 1/1/2026 thru 12/31/2026. The costs of this renewal were anticipated and budgeted for in our 2025-2026 Biennial Budget.

ATTACHMENTS:

[City of Marysville Renewal.pdf](#)
[PRTN200.pdf](#)

Program Signature Form

MBA/MBSA number

Agreement number

8833856

AMD000478910

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3117932.004 PSF
Enterprise Amendment	M97 - (57294031)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Marysville
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID 91-6001459

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

57294031

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

70014250

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. ***End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Marysville

Contact name: First* Stephen **Middle** **Last*** Doherty

Contact email address* sdoherty@marysvillewa.gov

Street address* 501 Delta Avenue

City* Marysville

State* WA

Postal code* 98270-4540-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 360-363-8000

Tax ID 91-6001459

Work or School (WSA) Account ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Stephen **Middle** **Last*** Doherty

Contact email address* sdoherty@marysvillewa.gov

Street address* 501 Delta Avenue

City* Marysville

State* WA

Postal code* 98270-4540-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 360-363-8000

Work or School (WSA) Account ID

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Stephen **Middle** **Last*** Doherty

Contact email address* sdoherty@marysvillewa.gov

Phone* 360-363-8000

Work or School (WSA) Account ID

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.

Street address (PO boxes will not be accepted)* 200 North Milwaukee Ave.

City* Vernon Hills

State* IL

Postal code* 60061

Country* United States

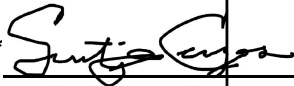
Contact name* LawrenceRoberts

Phone* 312.705.1858

Contact email address* lawrence.roberts@cdwg.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* 
Printed name* Santiago Cavazos
Printed title* Software Contract Specialist
Date* 12/29/2025

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3117932.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	300	300	1.0	None

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	300

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	300	300	300	300

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
---	-------------

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.	
Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Amendment to Contract Documents

Enrollment Number

AMD000478910

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
MQP-00001	Azure Information Protection Premium P1 GCC Sub Per User	0	1
3GU-00001	Defender O365 P1 GCC Sub Per User	400	25
AAD-63092	M365 F3 Unified GCC Sub Per User	1	124
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	300	0
DDJ-00001	Power BI Pro GCC Sub Per User	37	3
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	400	25

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WW)(ENG)(Dec2025)(IU).docx"		M97	Blue
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Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Marysville

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	70014250	X	X



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 12, 2026

SUBMITTED BY: Bryan Milligan, Engineering Services

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 9 to the Professional Services Agreement with Perteet, Inc. for the Waterfront Redevelopment Project

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 9 to the Professional Services Agreement with Perteet, Inc. for the Waterfront Redevelopment Project.

SUMMARY: Council approved the original Professional Service Agreement in April of 2023 and previous supplemental agreements through June of 2026 for a total funding allocation of \$269,507.50. Supplemental No. 9 includes additional soil sampling and lab testing beyond the expectations of the original scope for the remediation of the historic contaminated soil locations identified in the Interfor site. This testing is required to identify the extents of the newly discovered petroleum contaminated soils beyond the previously identified “hot spots” during our latest remediation efforts. Supplemental No. 9 to the PSA in the amount of \$75,446.00 is needed to define the extent of remaining soil contamination and provide documentation and consultation with the Department of Ecology to help the City identify next steps with the clean-up effort and future development options. This supplemental will bring the total funding allocation to \$344,953.50 and include an extension of time through December of 2026.

ATTACHMENTS:

[Perteet_PSA Supp. No.9.pdf](#)
[Original PSA-Supplemental No. 8.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 9 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 9 (“Supplemental Agreement No. 9”) 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 State for profit corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for for environmental services related to the Waterfront Redevelopment 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 Perteet staff to continue assisting the City with planning and environmental permitting services and remediation, including lab work throughout this effort. During recent ‘hot spot’ removal actions in July and August 2025 at 60 State Avenue (Interfor), previously unidentified contaminated soil was encountered near the central and northern ‘hot spot’ locations. This scope of services provides new scope to define the extent of remaining soil contamination and provide documentation and consultation with the Department of Ecology and the City 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-8, attached hereto and by this references made part of this Supplemental Agreement No. 9, 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, 2026.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$75,446.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$344,953.50 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	\$269,507.50
Supplemental Agreement No.9	\$ 75,446.00
Grand Total	\$344,953.50

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 _____

PERTEET, INC.

By _____

Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**EXHIBIT A-9
SCOPE OF SERVICES
City of Marysville
Waterfront Redevelopment
Supplement #9_rev.1**

INTRODUCTION

The City of Marysville is continuing its efforts to raise the properties located at 60 State Avenue (Interfor) and 80 Columbia Avenue (Public Works), along Ebey Slough out of the floodplain for potential future redevelopment. Perteet staff have been assisting the City with planning and environmental permitting services and remediation, including lab work throughout this effort. During recent 'hot spot' removal actions in July and August 2025 at 60 State Avenue (Interfor), previously unidentified contaminated soil was encountered near the central and northern 'hot spot' locations. The extent of this newly encountered petroleum contamination could not be confirmed during construction activities. This scope of services provides new scope to define the extent of remaining soil contamination and provide documentation and consultation with the Department of Ecology. This supplement also includes an extension of time through December 31, 2026, and modifies Perteet's billing rates to align with our 2025 rate schedule (attached).

Specifically, this supplement:

- Provides additional funds to Task 400 for:
 - On-going project management and administration for additional assessment activities not defined in previous supplements.
- Provides additional funds for Task 800 for:
 - Performing a delineation of contamination assessment.
 - Consultation and documentation preparation for the Department of Ecology.

A fee estimate for this supplemental effort is included as Attachment I.

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.

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.

PROPOSED SCOPE OF SERVICES

This scope of services describes the work element to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements.

Task 400 – Project Management and Administration

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.

Activities:

- Kickoff meeting with City project manager, public works, engineering, and other invited City staff.
- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress reports and invoices.
- Three (3) project coordination meetings with the City project manager and invited staff.
- Manage changes to scope, budget, or schedule elements of the project.

Task 800 – MTCA Compliance Services

The Consultant will perform the following work elements to perform the extent of soil contamination assessment:

Activities:

- Design a sampling and analysis plan (SAP) to define the extent of soil contamination at the northern and central excavation areas which will fill in data gaps from previous investigations.
- Prepare a Job Hazard Assessment.
- Procure a vendor to mobilize a direct-push drill rig to advance borings as defined in the SAP. Up to 15 borings will be advanced at the Central location and up to 12 borings will be advanced at the northern location. Borings will be completed to an approximate 15-foot depth.
- Provide on-site Perteet environmental staff to:
 - Direct drilling activities
 - Evaluate and document soil boring findings
 - Collect samples as identified in the SAP, and submit for laboratory analysis
- Document and evaluate findings from the soil investigation and prepare a contaminated soils assessment report.
- Provide options for future remediation activities.
- Assist with communications and notifications to the Department of Ecology.

Assumptions:

- The SAP will undergo one (1) round of client review;
- The Report will undergo one (1) round of client review;
- Two (2) rounds of direct communication with the Department of Ecology.
- Field sampling will occur in Q1 2026.

Deliverables:

- Job Hazard Assessment, one (1) PDF by email
- Sampling and Analysis Plan, one (1) draft and one (1) final PDF by email
- Contaminated soils assessment report, laboratory analytical reports as an attachment, one (1) draft and one (1) final PDF by email.

ATTACHMENT 1
Fee Estimate



Fee Worksheet

Project:	Riverwalk Brownfields
Client:	Marysville
Firm:	Pertee
Role:	Prime
Project No.:	20230034.0000
PM:	Peter Battuello
Date updated:	11/18/2025

RATE TYPE	Standard
Rate Year	2025

Resources:	Peter Battuello	Theresa Holz	Andrea Winder	Timothy Smith	Jennifer Groos	Kellie Delisle	Miranda Boyer
Classification	Director	Sr. Environmental Scientist/ Manager	Lead Environmental Scientist/ Manager	Environmental Scientist III	Planner III	Accountant	Clerical
Billing Rate	\$341.00	\$205.00	\$189.00	\$158.00	\$173.00	\$158.00	\$131.00
Total Hours	22	86	6	100	16	10	2
Total Labor Cost	\$7,502	\$17,630	\$1,134	\$15,800	\$2,768	\$1,580	\$262

Total Task Hours	Hourly Cost
242	
	\$ 46,676.00

TASK / PHASE

0400	Project Management and Administration	6	18	0	0	0	10	0
	Client meetings and communication	4	8					
	Progress reports and invoices	2	10				10	
0800	MTCA Compliance Services	16	68	6	100	16	0	2
	Sampling and Analysis Plan	2	8	2	12	6		1
	Premobilization Activities	2	8		12			
	On-site field sampling	2	32		48			
	Contaminated Soils Assessment Report	2	10	4	24	10		
	Communication and reporting to Ecology	8	10		4			1

34	\$ 7,316.00
12	\$ 3,004.00
22	\$ 4,312.00

208	\$ 39,360.00
31	\$ 5,765.00
22	\$ 4,218.00
82	\$ 14,826.00
50	\$ 9,010.00
23	\$ 5,541.00

Expenses

Expenses			
Expense	Cost	Markup	Total
Analytical	\$8,000	1.1	\$8,800
Rental Equipment	\$3,000	1.1	\$3,300
Drilling Services	\$14,850	1.1	\$16,335
Mileage	\$115	1.0	\$115
Supplies	\$200	1.1	\$220
Total Expenses			\$28,770

Summary

SUMMARY	
Labor Total	\$ 46,676.00
Expenses	\$ 28,770.00
Subconsultants Total	\$ -
CONTRACT TOTAL	\$ 75,446.00



PERTEET

Schedule of 2025 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2025 Hourly Rate</u>
Principal	394.00
Director	341.00
Senior Associate	289.00
Senior Engineer/Manager	252.00
Lead Engineer/Manager	210.00
Engineer III	184.00
Civil/Electrical Designer II	163.00
Civil/Electrical Designer I	142.00
Senior Planner/Cultural Resources Manager	200.00
Lead Planner/Manager	184.00
Cultural Resources Specialist III	163.00
Cultural Resources Specialist II	147.00
Cultural Resources Specialist I	121.00
Planner III	173.00
Planner II	163.00
Planner I	116.00
Sr. Environmental Scientist/Manager	205.00
Lead Environmental Scientist/Manager	189.00
Environmental Scientist III	158.00
Environmental Scientist II	137.00
Environmental Scientist I	116.00
Lead Technician/Designer	163.00
Technician III	147.00
Technician II	116.00
Technician I	95.00
Contract Administrator	158.00
Accountant	158.00
Graphics Specialist	158.00
Clerical	131.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

Pertee's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2025 Billing Rates

Page 2

Direct Expenses

Rate

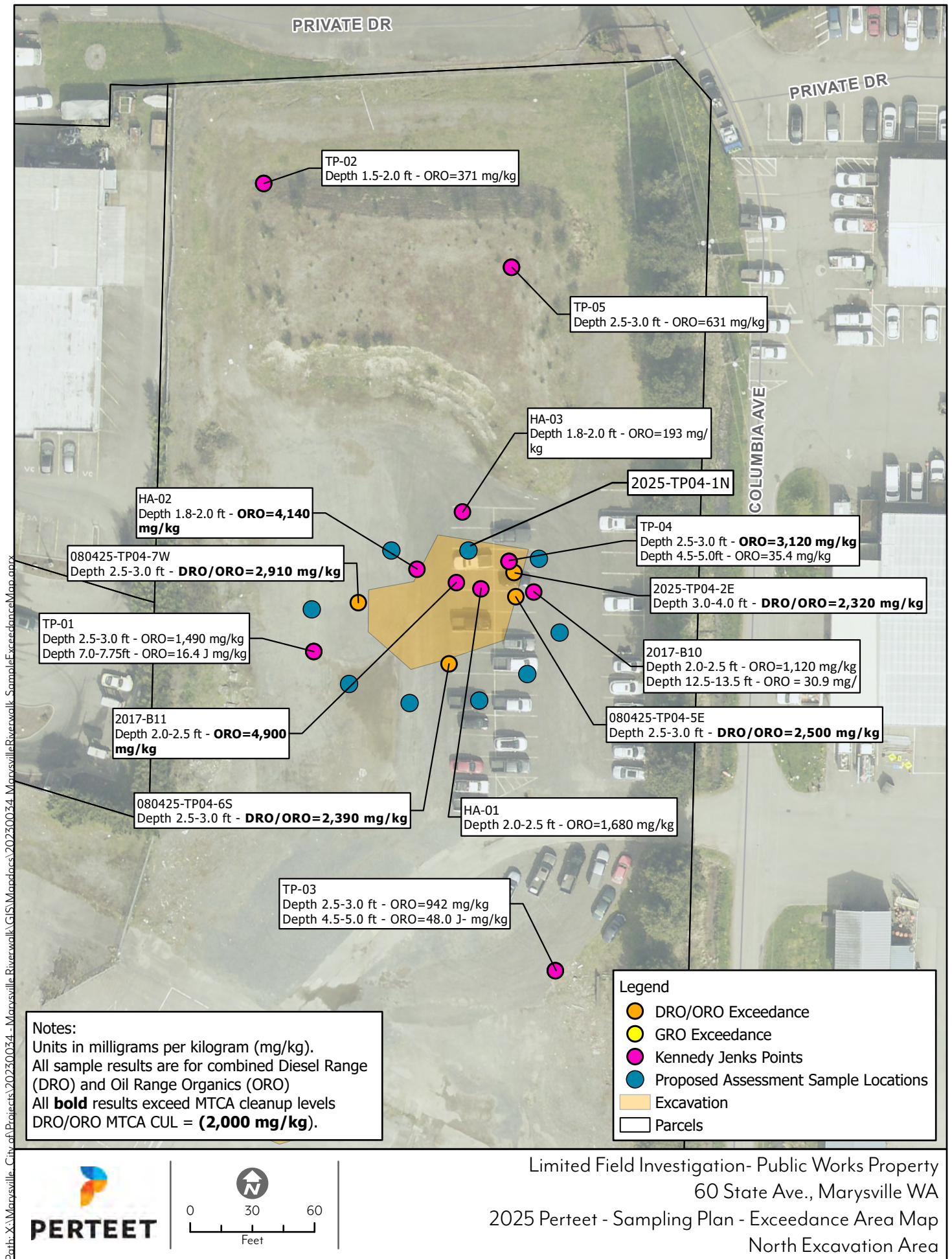
Living & travel expenses outside of service area	Cost plus 10%
Authorized Subconsultants	Cost plus 10%
Outside Services (printing, traffic counts, etc.)	Cost plus 10%
Mileage	@ current federal rate

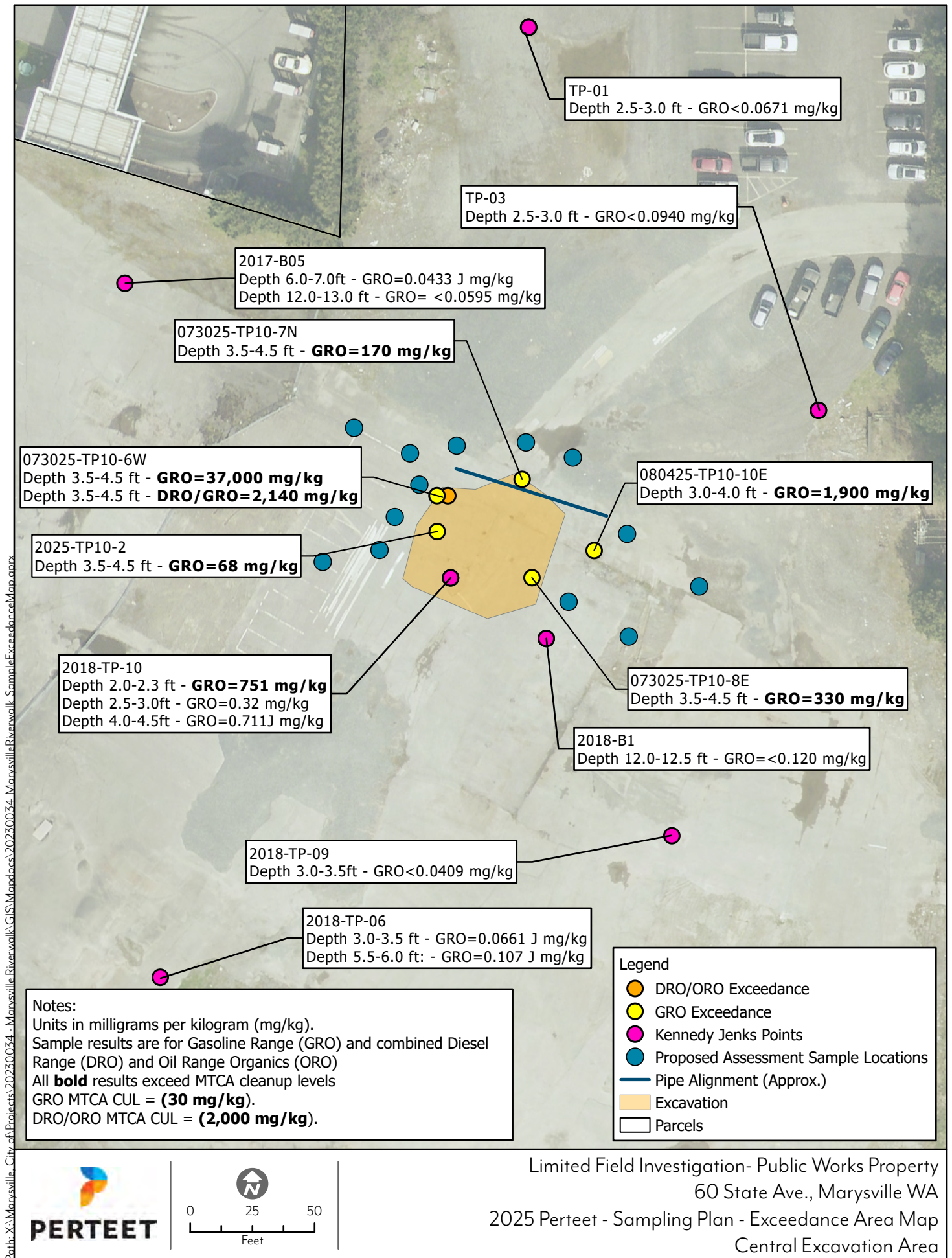
Construction Classifications

2025 Hourly Rate

Construction Director	368.00
Construction Supervisor	315.00
Construction Engineering Manager	257.00
Senior Construction Manager	263.00
Construction Manager	247.00
Assistant Construction Manager	210.00
Construction Engineer III	189.00
Construction Specialist II	168.00
Construction Specialist I	142.00
Senior Construction Observer	236.00
Construction Observer III	173.00
Construction Observer II	121.00
Construction Observer I	110.00
Senior Office Engineer	200.00
Senior Construction Technician	189.00
Construction Technician III	173.00
Construction Technician II	158.00
Construction Technician I	121.00

ATTACHMENT 2
Assessment Figures





**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

<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

<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
-----------------------	--------------------

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.”

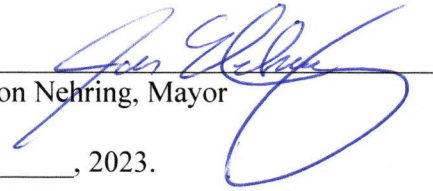
The total compensation payable to the Consultant is summarized as follows:

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.

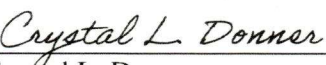
DATED this 6th day of July, 2023.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this _____ day of _____, 2023.

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Genevieve Goldis, Deputy City Clerk

Approved as to form:

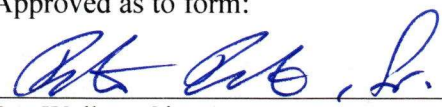

Jon Walker, City Attorney

EXHIBIT A-1
Scope of Services

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.



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

**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 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 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.”

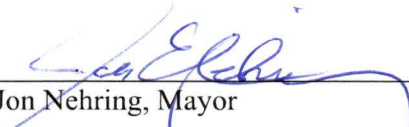
The total compensation payable to the Consultant is summarized as follows:

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:

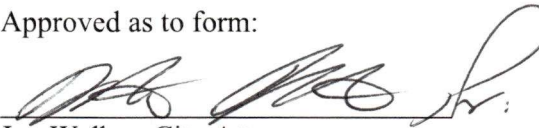

Jon Walker, City Attorney

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 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 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. 20230034.000052

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 IARPA/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 Perteet, 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:

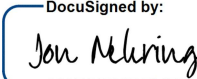
1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2024.

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]

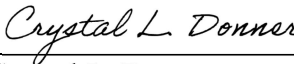
DATED this _____ day of 12/22/2023, 20____.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

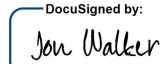
PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Chari Taber, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

**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 MARYSVILLE

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- 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 Pertteet 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 Pertteet 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						
200	Budgets Reconciled through Supplement #2					
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.

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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).

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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

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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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- 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

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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						
200	Budgets Reconciled through Supplement #2					
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

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

DATED this 5/16/2024

PERTEET, INC.

DocuSigned by:
By CRYSTAL L. DONNER
DF09DF8A2C5F4F2...
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

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**Agreement with Perteet Inc.**

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

Agreement with Perteet Inc.

April 25, 2024

(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 Perteet 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

Peroteet 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.

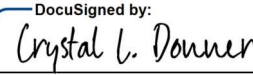
DATED 12/3/2024

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

DATED this 12/3/2024

PERTEET, INC.

By 
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:


Chari Taber, Deputy City Clerk

Approved as to form:

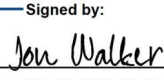

Jon Walker, City Attorney

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

RATE TYPE	Standard
Rate Year	2023

Total Task Hours	Hourly Cost
338	
	\$ 60,060.00

38	\$ 10,300.00
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128	\$ 23,950.00
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[illegible]

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	
Labor Total	\$ 60,060.00
Expenses	\$ 7,425.00
Management Reserve	
Directed Services	\$ -
Subconsultants Total	\$ -
CONTRACT TOTAL	\$ 67,485.00

**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.

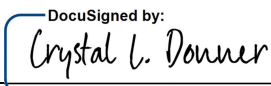
DATED 6/10/2025

CITY OF MARYSVILLE

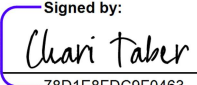
By 
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 6/5/2025

PERTEET, INC.

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

ATTEST/AUTHENTICATED:


78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:


786AB5A2684C462...
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 I
Fee Estimate



Fee Worksheet

Project: Riverwalk Brownfields		NOTES												RATE TYPE		Standard																		
Client: Marysville														Rate Year		2023																		
Firm: Periteet																																		
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 Woolman	Johanna 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 border="1"> <tr> <th colspan="4">Expenses</th> </tr> <tr> <th>Expense</th> <th>Cost</th> <th>Markup</th> <th>Total</th> </tr> <tr> <td>Mileage</td> <td>\$56</td> <td>1.0</td> <td>\$56</td> </tr> <tr> <td>NWV (Historical Archaeologist)</td> <td>\$1,495</td> <td>1.1</td> <td>\$1,645</td> </tr> <tr> <td>Total Expenses</td> <td></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
Expenses																																		
Expense	Cost	Markup	Total																															
Mileage	\$56	1.0	\$56																															
NWV (Historical Archaeologist)	\$1,495	1.1	\$1,645																															
Total Expenses			\$1,701																															
Summary																																		
<table border="1"> <tr> <th colspan="2">SUMMARY</th> </tr> <tr> <td>Labor Total</td> <td>\$ 12,895.00</td> </tr> <tr> <td>Expenses</td> <td>\$ 1,700.50</td> </tr> <tr> <td>CONTRACT TOTAL</td> <td>\$ 14,595.50</td> </tr> </table>															SUMMARY		Labor Total	\$ 12,895.00	Expenses	\$ 1,700.50	CONTRACT TOTAL	\$ 14,595.50												
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**SUPPLEMENTAL AGREEMENT NO. 8 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 8 (“Supplemental Agreement No. 8”) 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 for environmental services related to the Riverwalk project, site clearing and plannning 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 additional and unplanned efforts outside the original scope of work, including additional sampling and analyses and report writing. It also provides scope to respond to requests from the US Army Corps of Engineers and Tribes related to preparation of a project specific inadvertent discovery plan (IDP). 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-8, attached hereto and by this references made part of this Supplemental Agreement No. 8, 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 June 30, 2026.
- 3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$15,325.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$269,507.50 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

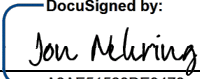
The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$254,182.50
Supplemental Agreement No.1	\$ 15,325.00
Grand Total	\$269,507.50

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.

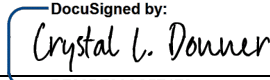
DATED 12/9/2025

CITY OF MARYSVILLE

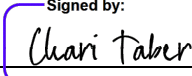
By 
A8AE51528DE9478...
Jon Nehring, Mayor

DATED this 12/3/2025

PERTEET, INC.

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

ATTEST/AUTHENTICATED:


78D1E8FDC9F0463...
Chari Taber, Deputy City Clerk

Approved as to form:

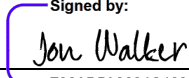

786AB5A2684C462...
Jon Walker, City Attorney

EXHIBIT A-8 SCOPE OF SERVICES City of Marysville Riverwalk Brownfields Redevelopment Supplement #8_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 Ebey Slough. Perteet staff have been assisting the City with site development planning and environmental permitting services to prepare the properties for private investment. During recent 'hot spot' removal actions in July and August 2025 at 60 State Avenue, previously unidentified contaminated soil was encountered near the central and northern 'hot spot' locations. This scope of services supplements Perteet's existing agreement with the City for additional and unplanned efforts outside the original scope of work, including additional sampling and analyses and report writing. It also provides scope to respond to requests from the US Army Corps of Engineers and Tribes related to preparation of a project specific inadvertent discovery plan (IDP). This supplement also includes an extension of time through March 31, 2026.

Specifically, this supplement:

- Provides additional funds to Task 400 for:
 - On-going project management and administration for additional assessment activities not defined in previous supplements.
- Provides for additional funds for Task 500 for:
 - Subtask 0503:
 - Coordinating Federal Section 404 permit / CLOMR-F Review
 - Subtask 0506:
 - Preparing an Inadvertent Discovery Plan at the request of the Army Corps and Tribes.
- Provides for additional funds for Task 600 for:
 - Additional effort to execute services which were outside the original scope.
- Extends the period of performance through March 31, 2026, to allow for processing of Supplement #9.

A fee estimate for this supplemental effort 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.

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.

PROPOSED SCOPE OF SERVICES

This scope of services describes the work element to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements.

Task 400 – Project Management and Administration

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.

Activities:

- 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:

- Perteet will prepare nine monthly progress reports and invoice submittals.
- The project will extend through ~~March 31, 2026~~ June 31, 2026.

Task 500 – Environmental Permitting

Subtask 503 Section 404 Permitting / CLOMR-F Review

The Federal Section 404 permit was issued on November 5, 2025, and the Consultant has provided and will continue to provide limited coordination and communication efforts related to the conditions in federal permit as well as the CLOMR-F from FEMA (currently under review). This includes communication with the Client and regulatory agencies (e.g., Corps, Ecology, FEMA) via phone and email, and review of permit and other documentation on behalf of the Client, as needed. This task is anticipated to be minimal in scope, as most of the documentation and coordination was completed under previous supplements.

Subtask 506 Section 106 Cultural Resources Submittal

The Consultant will develop a project specific IDP. The purpose of the IDP is to establish specific policies and protocols to follow if archaeological resources or human remains are unexpectedly discovered during project ground disturbance and to facilitate compliance with federal and state laws in the treatment of any such discoveries. The IDP will also include a contact list for key staff from agencies and affected Tribes. One round of review is included in this scope of work.

Assumptions:

- The IDP will undergo one (1) round of client review.

Deliverables:

- Draft IDP, one (1) PDF by email

- Final IDP, one (1) PDF by email

Task 600 – Grading Plans, Specifications, and Estimate

This Consultant has completed the scope of work as identified in Supplement 6 in support of contaminated soil removal. This supplement provides for the continuation of services required outside the initial scope due to the newly encountered petroleum contamination. Completing services outside the original scope required an additional level of effort for extra days in the field and more technical support to assess unexpected conditions, an increase in the number of samples and types of analyses to characterize previously unidentified contamination, and additional report writing and figure generation.

Based on the changes in conditions and coordination with the City Project Manager, the Consultant performed the following work elements for continuation of services required outside original scope of work for contaminated soil removal:

Activities:

- Collection and submission of an additional 10 samples for analyses at an off-site laboratory.
- Additional analytical method analyses for seven (7) samples.
- Extended time in the field providing technical support for extended excavation.
- Additional analytical review, report writing, and preparing figures showing the extent of contaminated soil remaining at the site.

Assumptions:

- All deliverables will be submitted electronically.
- The summary report for Ecology involved one (1) round of client review.

Deliverables:

- 2025 Excavation summary report for submittal to Ecology (one [1] draft and one [1] final PDF by email)

ATTACHMENT 1
Fee Estimate

Fee Worksheet

Project: Riverwalk Brownfields		RATE TYPE		Standard										
Client: Marysville		Rate Year		2023										
Firm: Parcet														
Role: Prime														
Project No.: 20230034.0000														
PM: Peter Battuello														
Date updated: 11/10/2025														
Resources:		Peter Battuello	Theresa Holz	Andrea Bachman	Emily Parker	Jennifer Groos	Andy Yim	Johonna Shea	Cameo Kale	Miranda Boyer	Kellie Delisle	Christina Wollman		
Classification		Director	Sr. Environmental Scientist/ Manager	Sr. Environmental Scientist/ Manager	Senior Planner/ Cultural Resources Manager	Planner III	Planner III	Cultural Resources Specialist II	Cultural Resources Specialist I	Clerical	Accountant	Senior Planner/ Cultural Resources Manager		
Billing Rate		\$310.00	\$175.00	\$175.00	\$185.00	\$155.00	\$155.00	\$130.00	\$105.00	\$115.00	\$125.00	\$185.00		
Total Hours		8	39	4	2	12	4	5	5	1	5	3		
Total Labor Cost		\$2,480	\$6,825	\$700	\$370	\$1,860	\$620	\$650	\$525	\$115	\$625	\$555		
												Total Task Hours	Hourly Cost	
												88	\$ 15,325.00	
TASK / PHASE														
0400 Project Management and Administration		4	9	0	0	0	0	0	0	0	5	0	18	\$ 3,440.00
Client meetings and communication		2	4										6	\$ 1,320.00
Progress report and invoices		2	5								5		12	\$ 2,120.00
0503 Environmental Permitting		0	0	4	0	0	0	0	0	0	0	3	7	\$ 1,255.00
404 Permitting				4									4	\$ 700.00
CLOMR-F Review												3	3	\$ 555.00
0506 Environmental Permitting		0	0	0	2	0	0	5	5	1	0	0	13	\$ 1,660.00
Inadvertent Discovery Plan					2			5	5	1			13	\$ 1,660.00
0600 Grading plans, Specifications, and Estimate		4	30	0	0	12	4	0	0	0	0	0	50	\$ 8,970.00
Additional on site hours, analytical review, report developm		4	30			12	4						50	\$ 8,970.00
Summary														
SUMMARY														
Labor Total												\$	15,325.00	
Expenses												\$	-	
Subconsultants Total												\$	-	
CONTRACT TOTAL												\$	15,325.00	