



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the person identified as Service Provider in the Basic Provisions below (“**Service Provider**”). This Agreement includes the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree as follows:

BASIC PROVISIONS	
Service Provider	Brown & Caldwell, Inc.
	701 Pike Street, Suite 1300
	Seattle, WA 98101
	vhollingsworth@brwnald.com
City Project Manager	Randy Loveless, PE
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	rloveless@everettwa.gov
	Storm and combined sewer pipeline design
Completion Date	December 31, 2027
Maximum Compensation Amount	\$3,819,752

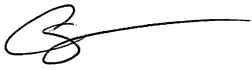
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lockton Companies
	(816) 960-9000
	kcasu@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

**END OF BASIC PROVISIONS**

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement.

**CITY OF EVERETT  
WASHINGTON**

**BROWN AND CALDWELL, INC.**



\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: Ruth Hollingsworth

Name of Signer: Ruth Hollingsworth

Signer's Email Address: [vhollingsworth@brwncald.com](mailto:vhollingsworth@brwncald.com)

Title of Signer: Washington Local Leader

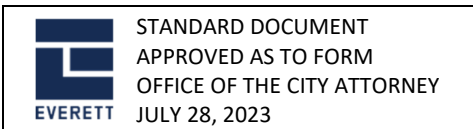
09/20/2023

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.081123.1)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
  - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
  - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
  - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within

- the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
  - E. If Service Provider fails or refuses to correct its work when so directed by the City, and when such work is, in the reasonable determination of the City, not in accordance with this Agreement, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
  - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in

writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or willful misconduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
11. **Insurance.**
  - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
    1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
  - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled without 30 days prior written notice to the City of Everett."
  - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
  - F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
  - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
  - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so



engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

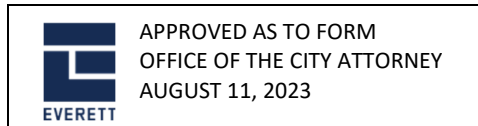
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act,

whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a thirdparty beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
  - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS  
(v.081123.1)**



**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(SCOPE OF WORK -- ATTACHED)**

## EXHIBIT A SCOPE OF WORK

### City of Everett Port Gardner Storage Facility West Marine View Drive Storm and Combined Sewer

## PGSF WMVD Storm and Combined Sewer Design

### Project Understanding

The City of Everett (City) has acquired the former Kimberly Clark Wastewater Treatment Plant (KCWWTP) and has prepared a Facility Plan outlining redevelopment of the site into the Port Gardner Storage Facility (PGSF). The PGSF will improve Puget Sound water quality by reducing combined sewer overflows (CSO) and providing regional stormwater treatment. To support that work, a series of conveyance projects must be built to convey and discharge flows to and from the PGSF.

This scope of work is to design the required improvements identified in the Port Gardner Storage Facility Engineering Report, HDR and Brown and Caldwell, August 18, 2021, including: CO-1, CO-2, CO-3 (including replacement of the downstream discharge structure), CO-8, CO-9, CO-10, CO-11, CO-19, CO-20, CO-28, CO-33. In addition, four stormwater pretreatment units are to be provided. CO-2, CO-8, CO-9, CO-10, CO-11, CO-19, CO-20, CO-28, and CO-33 are required to be complete and operational by the end of 2027 per the Agreed Order.

### Scope of Work Summary and Work Breakdown Structure

The scope of work for the Project herein includes 29 primary phases identified in the following table.

Project Controls	
Phase 110	Project management
Phase 120	Quality assurance and quality control (QAQC)
Predesign Work	
Phase 200	Predesign Management
Phase 210	Background, project understanding, data requests
Phase 220	Condition assessment (CO-3, CO-8)
Phase 230	Stormwater pretreatment analysis
Phase 240	Technical refinements
Phase 250	Basis of design report
Phase 260	Project Labor Agreement Evaluation
Support Services	
Phase 310	Geotechnical Investigations
Phase 320	Topographic survey and easements
Phase 330	Permitting (environmental and City)
Phase 340	Public outreach and stakeholder support
Phase 350	Grant funding / DOE coordination
Phase 360	PGSF coordination
Phase 370	Modeling – confirmation of design
Phase 380	Traffic control
Phase 390	Constructability review
Preliminary Design	
Phase 400	Preliminary design management
Phase 410	30% design
Phase 420	Construction packaging
Phase 430	Updated BODR
BNSF Trenchless Crossings	
Phase 510	Trenchless Installation Method TM and Workshop – New BNSF Railroad Crossing

Phase 515	Rehabilitation Method and TM for Existing BNSF Crossing
Phase 520	60% design of crossings
Phase 530	BNSF permit and supporting TM
<b>Final Design</b>	
Phase 600	Final Design Management
Phase 610	Final design
<b>Bid Period Services</b>	
Phase 710	Bid Period Services
<b>Unanticipated Services</b>	
Phase 810	Unanticipated Services

Exhibit B – Budget provide additional work breakdown in to additional subphases and tasks for project tracking and control.

## Scope Descriptions

The phase descriptions below include an objective statement, activities/approach, task assumptions, and work products that designate which service or item will be provided by the BC team. City staff activities required to complete tasks are noted where applicable.

Scope assumptions applicable to the overall project are described below.

### Project-level Assumptions:

- All deliverables will be delivered in electronic formats, with no printed copies. Bid documents will be digitally signed and sealed per WAC requirements.
- The City's PM will coordinate location for, and City staff participation in project meetings and workshops where noted.
- Unless otherwise specified, meetings and workshops will be held virtually.
- City PM will provide timely, consolidated staff review comments on draft work products. City review periods will be identified in project schedules.
- Mileage for in person meetings and site visits are budgeted assuming the visits are to the Port Gardner site.
- Meeting agendas and notes will be prepared by BC.
- The City will provide any available plans, construction records, asset information, operational data, existing easement information, easement, property line locations, and related information for water, sewer, and stormwater lines adjacent to all work sites. BC will submit data requests for information that is known to be needed.
- The draft scope does not include a detailed seismic evaluation of the proposed infrastructure and adjacent steep slopes and their possible failure modes.
- Past studies and reports, including condition assessments, form the basis on which this scope of work has been planned. Discovery of new, unforeseeable, or latent issues associated with the existing site and facilities as uncovered through additional data collection (Phase 210) may result in need for project plan, scope, and budget changes. It is assumed that structures to be reused as described herein are salvageable in their current form without improvements or major structural modifications and support.
- For budgeting purposes, it's assumed the duration of the overall Project will be September 2023 through June 2026. The actual project schedule and schedule updates will be

developed under project management phase.

- Work extent and sequence: the scope of work and budget allocation to each phase and task is based on a number of assumptions regarding how the work is envisioned to proceed. Given the nature of design work, the actual level of effort required for each phase/task may require reallocation of funds from one phase/task to another. Therefore, the overall budget estimate for the project defines the extent of the scope of work for this scope.
- The Consultant will document any proposed phase budget reallocations between phase levels and all requested changes to this Scope of Work using a Project Change Request (PCR) Form. The Consultant Project Manager will collaborate with the City Project Manager to develop an approach for addressing the change(s). The City Project Manager will review all changes and provide the Consultant with written approval to modify the existing scope, schedule, and budget prior to proceeding with any new work activities.
- All Technical Memorandum submittals will include Microsoft Word and .PDF files.
- A single set of consolidated review comments will be provided for each reviewed document from the City.
- Bluebeam Sessions will be used for drawing review comments.
- Technical specifications will be prepared in Division 50 CSI master format using BC standards.
- City of Everett to provide General and Supplementary Conditions, Instructions for Bidders, and other “Front End” specifications and contract documents included in Division 0.

## Project Control

### Phase 110 – Project Management

**Objective:** Manage the project including scope, schedule, budget, team coordination, and risk. Provide the City with regular updates on progress through meetings and reports.

**Activities/Approach:** Provide management, direction, coordination, and control of all project work, and associated management of project scope, schedule, budget, sub-consultants, technical quality, and monthly progress reports and invoices. This task includes the following activities:

- Develop and submit a Project Management Plan (PMP), including project scope, budget and schedule, and initial project risk register.
- Develop and maintain a Field Work Safety Plan documenting potential field work hazards, personal protection equipment, and emergency information.
- Conduct a virtual project kickoff meeting, including key consultant staff and City staff.
- Maintain the PMP including scope, schedule, and budget.
- Maintain the project risk register and action, issues and decision logs to aid in collaborative decision making.
- Supervise project staff and manage Consultant team budget and schedule.
- Prepare monthly project status reports. Progress reports will identify budget status, progress status, activities of the previous month, and up-coming activities.
- Prepare project change requests (PCRs), if needed.
- Conduct bi-weekly (once every two weeks) calls between BC’s Project Manager (PM) and the City’s PM to review project status, schedule, contract issues, and other project management related issues.

### **Task Assumptions**

- The Kickoff Meeting will be scheduled for 2 hours and be attended by 8 Consultant staff (BC-3, STC-1, HWA-1, ESA-1, KPFF-1, KBA-1).
- PM meetings will be by MS Teams and will occur bi-weekly with a duration of approximately 60 minutes.
- This phase includes expenses for project workshops and meetings.
- The Field Work Safety Plan will follow Brown and Caldwell's standard template and will direct the design team to follow the City's procedures for site access.
- Contract NTP will be by September 2023 and contract end date is 6/30/2026.
- There will be 34 monthly invoices
- There will be 74 bi-weekly meetings

### **Everett Responsibilities**

- Participate in the Project Kickoff Meeting.
- Review and provide consolidated comments on draft PMP.
- Coordinate attendance at regular PM meetings.
- Review monthly status reports and supporting project documentation for invoice and payment approval.

### **Meetings**

- Project Kickoff Meeting
- Biweekly PM calls for the duration of Project.

### **Work Products**

- Project Management Plan, draft and final.
- Monthly progress reports and invoices.
- Submittal of updated project logs as needed to support key activities and decisions (risk register, action/issue/decision logs).
- Project change requests (PCRs) as necessary.
- Brief meeting agendas and notes for bi-weekly calls.

## **Phase 120 – Quality Assurance and Quality Control (QAQC)**

**Activities/Approach:** Develop and implement a quality management plan (QMP) to review calculations and work products from the Project. Based on the QMP, provide appropriate calculation and deliverable QA/QC reviews by in-house, senior staff members. Work products are listed in subsequent tasks. Incorporate internal and City review comments to prepare and complete final work products.

This phase includes the following activities:

- Develop QMP as part of the overall PMP, identifying the protocols and procedures being deployed on the project for quality assurance and quality control. This will include adherence to items such as: City standards; design criteria and project goals; data validation; industry practice, codes, and regulatory requirements; requirements with other disciplines.
- Manage and execute the QMP.
- Review project management elements which include design team project organization, communication plans, project cost control procedures, document control, health and safety



considerations, and change management documentation.

- Perform readability reviews for documents by technical editors.
- Perform discipline design reviews for all drawings and documents produced by a discipline.
- Perform reviews by facility leads for all discipline drawings and documents associated with each facility.
- Conduct independent calculations review by experienced senior engineers.
- Design package review of documents issued for milestone reviews (BODR, Preliminary, Intermediate, Final, Bid Set).
- QA/QC reviews will be documented with markup documents and/or comment logs for record-keeping.
- Verify that QA/QC reviewers concur with work products. Maintain written documentation of QA/QC reviews and written responses.
- Set up and administer Bluebeam Studio cloud based document review for, concurrent review by City staff. Studio session will be prefaced by project training to City reviewers.

#### **Everett Responsibilities**

- Review and provide comments on draft QMP.
- Provide coordinated and consolidated collection of review comments and resolution of any conflicting comments from the City reviewers prior to returning to the design team.
- Participate in the review process and provide independent review of products.

#### **Work Products**

- Quality Management Plan (QMP), draft and Final.
- Collection and storage of QA/QC documentation as required by the QMP.
- Responses and backcheck of alterations made for City's review comments tabulated in an Excel worksheet.

### **Predesign Work**

The predesign phase will focus on reviewing existing TMs, the existing hydraulic model, and available record drawings. Condition inspection and evaluation of the existing pipes anticipated for use by CO-3 and CO-8 will occur. Further evaluation of the proposed stormwater pretreatment facilities is included. With the above information, the existing hydraulic model will be re-evaluated to finalize pipe sizes and locations. This work will be summarized in a basis of design report.

The Consultant and the City will host workshops during the predesign phase to review decisions made throughout the course of this work.

#### **Phase 200 –Predesign Management**

**Objective:** The objective of this phase is to manage and direct the predesign process so that the products of the predesign effort are of quality and reflect the City standards and preferences. The predesign process will be managed to inform the foundation of the project moving forward.

**Activities/Approach:** The Design Manager(s) will lead this effort and will actively lead the predesign process through regular meetings with the design team. This phase will also support the coordination of the project design with the City through identified workshops.

A project issues log will be maintained by the Design Manager(s) to manage identification of design issues and their resolution.

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This task includes the following processes:

- Conduct site visits to investigate and field verify existing site conditions.
- Check on the design team progress and communicate results to project management.
- Verify QMP is followed, reviewers concur with work products, and maintain documentation of QA/QC reviews, responses, and resolutions.
- Maintain ongoing communications with the subconsultants and monitor subconsultant progress related to the technical execution of the contract.
- Conduct internal design team coordination meetings.
- Manage internal resources to maintain project schedule and achieve contracted milestones.
- Identify scope changes that impact the project budget and schedule. Notify the Project Manager of potential changes in scope and assist in documenting those changes.
- Regularly assess progress and earned value and maintain risk register.
- Guide design activities to maximize project progress.
- Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review and addressing any subsequent issues resulting from the response to the City's review comments.
- Preparation of notes from meetings and site visits, review and organize information from site visit including photos, record drawing notes, etc.

**Task Assumptions**

- Per each subsequent Phase 200 tasks.

**Everett Responsibilities**

- Participate in site visits and workshops

**Meetings**

- Per each subsequent Phase 200 tasks.

**Work Products**

- PowerPoint presentations for each workshop
- Brief meeting agendas and notes for workshops

**Phase 210 – Background, project understanding, data requests**

**Objective:** To review existing background information and reports to develop a project understanding of work to date, identify available information, and identify data gaps.

**Activities/Approach:**

- Request and review from the City all applicable reports
- Request and review most recent GIS information, to include all City easement areas
- Complete site visit
- Identify additional information needs

**Task Assumptions**

- 2 site visits for up to 3 BC staff, lasting up to 6 hours each, including travel time.

### Everett Responsibilities

- Provide available information and GIS database(s)
- Attend site visits
- Open existing maintenance holes

### Meetings

- None anticipated

### Work Products

- None anticipated

### Phase 220 – Condition Assessment (CO-3, CO-8)

**Objective:** To plan for, complete, and review obtained conditions of the CO-3 and CO-8 lines

#### Activities/Approach:

CO-3: Review CCTV video obtained by City of Everett crew.

CO-8: 1. Develop an access plan, identifying access locations, traffic control needs, and supporting information.

2. Complete CCTV inspection

3. Complete handheld thickness measurements every 50 feet at crown, invert and both springlines.

#### Task Assumptions:

- City of Everett will coordinate with others CCTV inspection of the CO-3 line and provide video to BC.
- CO-8 inspection work to occur after Phase 240.001 modeling work. Inspection plans may be modified If modeling concludes and City agrees to smaller inner diameter than 48-inches.
- City ROW permit will be required for traffic control for access to CO-8 line along WMVD between California Steet and 25<sup>th</sup> St.
- Manned access is available on at least one end of the existing pipeline.

### Everett Responsibilities

- City will complete CCTV inspection of CO-3 line and provide video to BC.
- City to provide existing inspection report on the CO-8 line.
- City to provide record drawings of existing watermain for CO-8.

### Meetings

- CO-8 Inspection plan review meeting

### Work Products

CO-3: Information for use in Phase 250.

CO-8: 1. Inspection Plan

2. Traffic Control Plans

3. Right-of-Way permit (invoiced in Phase 330)

4. CCTV inspection results

5. Handheld thickness measurement results
6. Information for use in Phase 250.

## **Phase 230 – Stormwater Pretreatment Analysis**

**Objective:** To determine locations of stormwater pretreatment needs

**Activities/Approach:** Continue completed work to date, from other BC contract, to continue the stormwater pretreatment needs and locations.

Perform field investigation of three proposed pretreatment locations along Rucker Ave between 14th and 16th streets and along 15th St between Hoyt and Colby avenues for three locations to pretreat stormwater in the Sewer M basin. Perform measure downs at maintenance holes.

Coordinate proposed location of pretreatment unit along CO20 alignment during Phase 240 Technical Refinement.

Update storm hydraulic model to reflect most recent field investigation, survey, as-built or GIS data for rim and invert elevations of storm system pipe network at and upstream of proposed pretreatment unit locations.

Perform hydraulic simulations for future conditions which include build out impervious conditions, separated stormwater in planned separated system, and climate-adjusted precipitation). Confirm CDS unit sizing based on the 6-month flow rate at the proposed location and flow velocity rates upstream of the location.

Develop presentation materials to workshop the scenarios and design outcomes with the City. Lead Pretreatment Unit Alternatives workshop. Workshop outcome is unit location and sizing/scenario decision.

Develop Pretreatment Unit Location and Sizing Technical Memorandum.

### **Task Assumptions**

Refinements to stormwater treatment system design as a result of stormwater hydraulic model updates of pretreatment units are scoped as part of the PGSF contract.

Rainfall timeseries used will be the climate-adjusted 33.5-year record developed by BC for the PGSF Facility design

### **Everett Responsibilities**

- Participate in field investigation efforts.
- Participate in Pretreatment Unit workshop
- Review Pretreatment Unit Location and Sizing TM

### **Meetings**

- Pretreatment Unit workshop

### **Work Products**

- Pretreatment Unit Location and Sizing TM, draft and final

## **Phase 240 – Technical Refinement**

**Phase Objective** Establish the basis for project elements prior to proceeding into the basis of design phase. This includes establishing minimum pipe diameter sizes and identifying routing analysis to identify pipe locations.

### **Task 240.001 – Establish Pipe Diameter Minimums**

**Task Objective:** Establish minimum required pipe diameters for all A, C, and E conveyance lines to inform Design of pipe rehabilitation selection and trenchless crossing method selection.

**Task Activities/Approach:** This task includes the following activities.

Update hydraulic models (sewer and storm) to refine pipe layouts, crossing concepts, diameters according to Facility Plan. Refine regulator structures. Connect to updated PGSF portion of hydraulic model.

Develop “Large Pipe” scenario by artificially enlarging all AC&E pipes to have no hydraulic restriction. Run long term simulation to determine true flow regime at key design decision locations.

Develop peak flow statistics for modeled flow regime to determine recurrence interval flowrates for AC&E lines. Determine inflection points to identify point of diminishing returns.

Iteratively reduce pipe sizes from updated Facility Plan model to determine pipe sizes to pass the 5 year, 10 year, 25 year, 50 Year, and Inflection Point flowrates. Calculate overflow frequency at all PSOs in all 5 scenarios and characterize adverse operational impacts or risk factors associated with each scenario.

Coordinate with design team to determine design impacts/opportunities by scenario.

Develop presentation materials to workshop the scenarios and design outcomes with the City. Lead Pipe Size Alternatives workshop. Workshop outcome is diameter minimum decisions / scenario decision.

Develop Pipe Sizing Criteria Technical Memorandum

#### **Task Assumptions**

Hydraulic model updates to incorporate updated design of PGSF and adjacent vicinity are scoped as part of the PGSF contract

Rainfall timeseries used will be the climate modified 33.5-year record developed by BC for the PGSF Facility design

#### **Everett Responsibilities**

- Participate in Pipe Size workshop
- Review Pipe Sizing Criteria TM

#### **Meetings**

- Pipe Size Alternatives workshop

#### **Work Products**

- Pipe Size Criteria TM, draft and final

### **Task 240.002 – Establish Initial Pipe Routing and Material Selection**

**Activities/Approach:** Review available information to determine the most appropriate location for pipelines, with emphasis on the CO-10 and CO-20 lines, connection points with the PGSF facility, and BNSF crossing. Review installation depths and other requirements to select initial pipeline materials.

#### **Task Assumptions:**

- Publicly available and City of Everett provided GIS/Lidar will be used as basis for routing.

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- Setback and design guidance from BNSF's Utility Accommodation Policy, most recent version, will be used.
- Hydraulic modeling will be used to assess possible hydraulic jumps and develop possible mitigation strategies.

**Everett Responsibilities:**

- Provide GAUP plans
- Participate in Pipe Size workshop
- Review Pipe Sizing Criteria TM

**Meetings:**

- Pipe Location Alternatives and Materials workshop

**Work Products:**

- Pipe Location and Materials TM, draft and final

**Phase 250 – Basis of Design Report**

**Phase Objective:** To document the work and decisions completed in the predesign phase.

**Activities/Approach:** This task includes summarizing and documenting the predesign activities to guide future phases of work.

- Work will include an executive summary of the condition assessment TM, the stormwater pretreatment TM, the minimum pipe diameter TM, and pipe location TM, which will all be included as an appendix.
- City of Everett and proposed project design standards will be stated.
- Anticipated permits will be documented.

**Task Assumptions:**

- Cost estimates are not included.

**Everett Responsibilities:**

- Review BODR

**Meetings:** None

**Work Products**

- BODR, draft and final

**Phase 260 – Project Labor Agreement Evaluation**

**Objective:** Evaluate the Project Labor Agreement factors listed in City of Everett Resolution No. 7461 for the PGSF WMVD Storm and Combined Sewer project. The City is currently considering modifying the existing resolution, but no details about potential changes are available at this time. If City of Everett Resolution No. 7461 is superseded or modified, the evaluation will be conducted according to the applicable resolution in-force at the time the evaluation is conducted.

**Activities/Approach:**

- Evaluate the project for the factors listed in section 2.a-g of City of Everett Resolution No. 7461, or as modified in subsequent resolutions.

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- Evaluate whether project labor agreements have been used on comparable projects in the region by interviewing utilities with comparable projects
- Document findings in TM

**Task Assumptions:**

- Evaluation will be conducted based on the understanding of the project and its components from the planning level documents available at the time of the execution of this scope of work.
- Evaluation will be conducted using the resolution in force at the time of the evaluation. If any modifications are made to City of Everett Resolution No. 7461 that substantially affect the level of effort required to perform this evaluation, funds from the Unanticipated Services task may be used to supplement this effort, at the discretion of the City of Everett Project Manager.
- Factors such as potential for labor disruptions, shortage of skilled workers will be evaluated qualitatively as numerical assessments of such factors are highly uncertain and variable.

**Everett Responsibilities**

- City of Everett will make determination on whether the project shall be recommended for a Project Labor Agreement
- City of Everett will conduct any required briefings to City Council

**Meetings**

- None

**Work Products**

- Project Labor Evaluation TM

**Support Services**

Support Services describes additional activities required to support the design and permitting of the proposed improvements. The information gathered within the following phases will be used to develop the detailed design, complete environmental and City permitting, coordinate grant funding, provide coordination with the ongoing PGSF site improvements, and provide confirmatory modeling of the actual designs.

**Phase 310 – Geotechnical Investigations**

**Objective:** to provide geotechnical services to support design of the improvements. Geotechnical activities are being led by HWA Geosciences Inc. (HWA).

**Activities/Approach:**

- Project Setup: HWA will initiate the project and set up billing information in support of invoicing throughout the project.
- Project Management: HWA will provide project management including communications and coordination with the design team. HWA will provide task management to all geotechnical related aspects of the project. HWA will correspond with the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

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- Invoice Generation and Processing: HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.
- Design Team Meetings: HWA will attend up to ten (10) meetings, each 1 hour in duration. Up to two geotechnical Consultant staff will attend each coordination meeting.
- Collect and Review Available Geotechnical Data: HWA will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and HWA library.
- Perform Geotechnical Site Reconnaissance and Mark Utility Locates: HWA will conduct a geotechnical site reconnaissance of the project area. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. While on site, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will also subcontract a private locating service to attempt to locate and mark underground utilities at proposed subsurface investigation locations. PVC and concrete utilities cannot be located. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City of Everett or the Utilities Underground Location Center.
- Plan Geotechnical Field Exploration Program: HWA will plan and coordinate the geotechnical exploration program for the project. The exploration program will consist of drilling a series of up to 12 borings to provide data for design of the proposed improvements. The planning efforts include coordination with the Port of Everett.
- Verify Utility Locates: HWA will coordinate up to two site visits to verify utility locate marks prior to finalizing our exploration plan memorandum.
- Generate Geotechnical Subsurface Exploration Plan (SEP): HWA will prepare a Geotechnical Work Plan Memoranda, which will include a project specific Health and Safety Plan, for the proposed field work. The work plan will be submitted to the design team and appropriate jurisdictions for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas.
- The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the required permits or rights of entries will be provided at no cost to HWA. Additionally, HWA assumes that coordination with BNSF will not be required.
- Conduct Pavement Explorations: HWA will conduct up to 8 pavement cores along the alignment of proposed improvements to assess the thickness of the pavement structure. Coring will be performed using a 6-inch diameter, diamond-tipped core barrel. At each core location hand borings will be excavated through the core holes to depths of about 1 to 2 feet. The information obtained from pavement cores will assist the design team and prospective contractor in calculating bids and quantities. HWA assumed the pavement core will take 2 working days to complete and the work will require traffic control consisting of 2 flaggers to conduct the necessary lane closures.
- Conduct Geotechnical Explorations: HWA will conduct a series of up to 12 geotechnical borings along the alignment of proposed improvements to assess the subsurface soil and groundwater conditions.

Ten (10) borings will be drilled along the proposed utility alignments to depths of 15 to 40 feet to evaluate the subgrade soil and groundwater conditions. Two (2) boring will be drilled to a depth of 50 feet at the location of jacking and receiving pits for the proposed trenchless crossing. Three (3) groundwater monitoring piezometers will be installed at selected boring



locations to assist with the dewatering requirements.

The geotechnical borings will also include chemical sampling to dispose of investigation derived waste (IDW) from drilling activities. One soil sample and one reconnaissance groundwater sample, collected from temporary wells installed during drilling, will be submitted to an environmental analytical laboratory for analysis of potential contaminants of concern (PCOC) based on general disposal facility requirements for properties within an industrial area. The laboratory will analyze soil and/or groundwater samples for some, any, or all of the following PCOC (based on preliminary data):

#### Analysis Method

Petroleum Hydrocarbons - gasoline	NWTPH-Gx
Petroleum Hydrocarbons – diesel, oil	NWTPH-Dx
RCRA 8 Metals (Ag, As, Ba, Cd, Cr, Hg, Pb & Se)	EPA 6010D/6020B/7471B/200.7/200.8/7470A
Hexavalent Chromium	SM 3500-Cr B
Volatile Organic Compounds (VOCs)	EPA #8260D
Semivolatile Organic Compounds (SVOCs) with low level PAHs	EPA #8270E/SIM
Polychlorinated biphenyls (PCBs)	EPA #8082A
Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311/1312

All investigation derived waste (IDW; i.e., drilling spoils, purged groundwater, and drilling decontamination water) will be drummed in steel 55-gallon drums and stored at a location provided by the City that is in close proximity to the project area (i.e., less than 5 miles). The IDW drums will be stored at the provided location until chemical laboratory testing has been completed, the disposal facility approval has been obtained, and the IDW subcontractor has removed the drums (potentially six weeks, or longer, from completion of drilling). IDW waste profile documentation required for the disposal of the IDW will need to be signed by the City or an authorized City representative. The provided IDW disposal estimate assumes that IDW meets Subtitle D landfill criteria and is not considered a hazardous waste. If conditions are encountered that do not meet this criteria, additional time to dispose of the drums and/or expenses may be incurred.

All borings will be drilled within the Right-of-Way of City of Everett with the exception of one boring to be located on City of Everett sewer easement located on Norton Terminal, owned by the Port of Everett. All borings will be drilled using a track or truck mounted with Hollow Stem Auger drilling equipment.

HWA assumed the above-mentioned geotechnical explorations will take approximately 5 working days to complete and the work will require traffic control consisting of 2 flaggers to conduct the necessary lane closures.

Each of the above-described geotechnical explorations will be logged by an HWA geotechnical engineer geologist.

- Generate Exploration Logs and Assign Laboratory Testing: HWA will prepare summary boring and core hole logs and perform laboratory testing to evaluate relevant physical properties of select soil samples. Laboratory testing will include moisture content, grain-size distribution, one dimensional consolidation, organic content, and Atterberg Limits.
- Conduct Groundwater Monitoring: HWA will install groundwater monitoring transducers in the monitoring wells. The transducers will be set to take groundwater elevation readings every half an hour for 1 year. HWA will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors

with seasonal groundwater variations across the site. No environmental groundwater monitoring wells will be installed as part of the environmental investigation portion of this scope of services.

- Evaluate Geotechnical Field and Laboratory Data: Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- Evaluate Environmental Field and Laboratory Data: Based on the environmental laboratory soil and groundwater analytical results, HWA will provide generic recommendations for dealing with potentially contaminated soil and groundwater during construction. Experience has shown that subsurface soil and groundwater conditions can vary significantly over small distances, and it is possible that other subsurface conditions and/or contamination may exist in areas that were not investigated. Based on the size of the project area, the proposed number of geotechnical borings will likely not be sufficient to investigate the entire project area and additional environmental investigation may be recommended for future phases of design. The limited testing performed under this scope will be primarily for disposal of IDW. If contamination is discovered, it is likely that the data will not be sufficient for delineating the vertical and/or lateral extent of contamination or to provide an accurate cost estimate for soil and/or groundwater disposal during construction.
- Develop Geologic Cross-Sections: HWA will construct geologic cross-sections, as needed, for the project. These cross sections will show near surface soil conditions and will be provided in a geotechnical report.
- Generate Seismic Design Parameters: Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the governing codes.
- Evaluate Liquefaction Potential: HWA will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements.
- Evaluate Consolidation Potential: HWA will evaluate the susceptibility of the subsurface soils to consolidation settlement along the project corridor and will assess the potential impacts to the proposed improvements. If consolidation settlement is found to be a design consideration, HWA will evaluate potential mitigation options.
- Provide Trenching Recommendations: HWA will provide trenching recommendations including excavation, subgrade preparation, backfill material, placement, and backfill.
- Provide Trenchless Recommendations: HWA will provide general trenchless recommendations to assist with the design of the trenchless methodology. Trenchless design will be performed by others.
- Hydraulic conductivity: HWA will conduct grain size analysis screening to develop general recommendations for construction dewatering. Hydraulic conductivity will be estimated using grain size distribution. Field measurement of hydraulic conductivity/flow rate is not included in this scope of work.
- Provide Lateral Earth Pressure Recommendations: HWA will provide lateral earth pressure recommendations for temporary shoring and permanent below grade structures.
- Prepare Draft Geotechnical Engineering Report: HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the explorations and testing including descriptions of surface and subsurface conditions; a site plan showing

exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will also include the results of our engineering analyses and provide geotechnical recommendations for the proposed improvements. In addition, environmental conditions of the areas investigated and recommendations for considerations during construction will also be included in the Geotechnical Engineering Report.

- Respond to Geotechnical Related Review Comments: HWA shall provide written responses to all review comments. The written responses shall be provided in the form of emails to the design team.
- Geotechnical Plan and Specification Review: HWA shall collaborate with the design team to verify that the geotechnical engineering requirements are properly incorporated into the plans and specifications.
- HWA QA/QC: All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team.
- Miscellaneous Engineering Support: Additional time will be allotted to account for any design aspects introduced to the project at a later date or that were not accounted for in this scope of work.
- Prepare Final Geotechnical Engineering Report: HWA will prepare a final geotechnical engineering report for the project once review comments are provided.

#### **Task Assumptions**

- The anticipated project Notice to Proceed is August 2023.
- Planning and design services will be completed within 24 months from NTP.
- Up to twelve (12) geotechnical borings will be completed in support of design for the corridor.
- No review of documents pertaining to environmentally regulated sites along the project corridor are included with this estimate. All chemical soil and groundwater sampling will be conducted in conjunction with and in locations selected for geotechnical investigation only.
- Drilling will be conducted within the City Right-of-Way (ROW) and Port of Everett ROW. BNSF permits and/or coordination will not be required. HWA will assist the Consultant with coordination efforts for borings conducted with Port of Everett ROW
- One (1) revision will be required for the ROW use permit application and approval process.
- Boring locations will be accessible by truck- or truck-mounted drill rigs.
- Boring locations will be located using handheld GPS and measurement from existing known features.
- Utility locates, via the One-Call Utility Locate Center and private locator, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Geotechnical borings conducted through the roadway will be patched with rapid-setting concrete. No saw cuts and hot mix asphalt patches will be required.
- All required rights of entry or permits will be provided by the others at no cost to HWA.
- Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet.
- All IDW will be drummed and transported to a nearby, City provided, location for storage until disposal of the IDW is approved and drums are removed for disposal. Waste profile paperwork for disposal of IDW will be signed by a representative of the City. Estimated Subcontractor effort and IDW disposal costs are for non-hazardous wastes. If analytical

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results indicate hazardous wastes are present, IDW disposal may incur additional labor, time, and subcontracting costs.

- Experience has shown that subsurface soil and groundwater conditions can vary significantly over small distances, and it is possible that other subsurface conditions and/or contamination may exist in areas that were not investigated. If contamination is discovered, it is likely that the data will not be sufficient for delineating the vertical and/or lateral extent of contamination or to provide an accurate cost estimate for soil and/or groundwater disposal during construction.
- All geotechnical soil samples will be disposed after 6 months of being collected and environmental samples will be disposed of after 30 days. Long-term storage of soil samples by the Subcontractor is not included.
- The City will facilitate Subcontractor and its subcontractors' access to the planned borings.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day.
- No PIT tests or EPA falling head (percolation) tests are included.
- No permanent environmental groundwater monitoring is included.
- The Draft Geotechnical Report will be delivered at the 30% design milestone.
- The Final Geotechnical Report will be delivered at the 90% design milestone.
- Phase 1 or Phase 2 Environmental Site Assessment will not be completed by the Consultant.
- Design and implementation of any dewatering systems will be the responsibility of the contractor. Estimated flow rates provided under this scope are intended for planning level purposes.

#### Everett Responsibilities

- Coordinate access to non-City Right of way locations.
- Provide storage for IDW.
- Coordinate and pay for disposal of any identified contaminated IDW.

#### Meetings

- Team meetings as needed, up to 10.

#### Work Products

- Monthly status reports and invoices (e-mailed in PDF format).
- Subsurface Exploration Plan (e-mailed in PDF format).
- Draft and Final Geotechnical Report (PDF format).

### Phase 320 – Topographic Surveys and Easements

**Objective:** to provide a basemap and surface terrain model for use with developing contract drawings. To provide temporary construction and permeant easements, as needed on private property. Survey work to be complete by a subconsultant, 1Alliance Geomatics.

#### Activities/Approach:

- Survey Control
  - This task includes the establishment of survey control as required for the project. Survey control will be referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and

the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is propagated, as required, utilizing standard terrestrial total station measurements. Existing survey control at the PGSF will be matched into to ensure continuity between the projects. · Geodetic Survey Control (Coordinates)

- Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
- Horizontal survey work shall reference the Washington State Plane coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
- Vertical Datum for the survey work shall reference the NAVD88.
- Cadastral
  - Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States. Required for all boundary and or right-of-way surveying efforts.
- Units shall be in US Survey Feet.
- Up to 10 aerial panels will be set and coordinates established to facilitate the georeferencing of the aerial survey.
- Field Surveying and Mapping
  - This task includes the field surveying and mapping required for this specific effort. Survey will use a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap of the corridor. Mapping will be limited to within City ROW and within Port of Everett property southing of the PGSF treatment site and west of the BNSF railroad tracks.
  - Survey will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. Field survey will pick up curbs, edges of pavements, drainage structures (centers of lids), fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing sub-surface utilities, traffic and business signs, striping, trees (type and size for trees over 6-inches DBH), and limits of landscape areas.
  - City will obtain Right of Entry for survey on private property (if needed). Surveyor will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.
  - Up to 26 potholes will be located as a part of this task.
- Utility Surveying Services
  - Surface Observable utilities will be located as found within the surveying limits. Underground Conductible utility paint marks, as marked by a utility locating company, will be located within the surveying limits. Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure. Nearest drainage structure outside the mapping limits will also be collected.
- Office Processing
  - This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s). For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

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- Right-of-Way and Boundary Resolution
  - The Right-of-Way adjoining the project area will be resolved and up to 50 title reports will be reviewed in order to resolve parcel boundaries and portray existing easements. Up to 13 land descriptions and exhibits will be prepared for easement acquisitions.
- Aerial Orthophotos
  - Coordinate with vendor and provide georeferenced aerial image of the project site with a nominal resolution of 0.1' pixel for use in 1"=20' scale mapping.

**Task Assumptions**

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- Surveyor is not responsible for any delays due to conditions outside of 1 Alliance's control.
- A Record of Survey/setting of property corners is not a part of these services.
- Confined space entry will not be required.
- Title reports will be provided by the City
- Personnel from City of Everett Facilities Maintenance will be available, with prior coordination, to unlock restricted areas and allow the Survey Crew access to those areas.
- Surveyor will not enter any conditions deemed unsafe and will notify BC and the City to resolve them should they arise.
- The level of effort for this task is limited to the budgeted level of effort.
- City to coordinate access to Port of Everett property.

**Everett Responsibilities**

- Provide access to City facilities and non-City facilities.
- Provide title reports

**Meetings:** None

**Work Products**

- AutoCAD Civil 3D 2020 survey base map, electronic copy. (not to include terrain model)
- Autocad Civil 3D 2020 terrain model, electronic copy.
- .XML terrain model.
- Georeferenced aerial photography
- Temporary and permanent easemenets

**Phase 330 – Permitting (Environmental and City)**

**Objective:** To provide environmental and City permitting services for the proposed construction activities. Permitting work to be completed by a subconsultant, ESA.

**Activities/Approach:** This task includes the following activities:

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- Environmental and Cultural Resources Review
  - Environmental Field Reconnaissance  
Conduct a reconnaissance of the West Marine View Drive pipeline alignment to determine if any portions of the alignment are within critical areas or their buffer. Based upon aerial photo review, it appears the entire length is within developed right-of-way, thus avoiding critical areas.
  - Desktop Data Collection and Review  
Review publicly available reports and information for the alignment. This information will form the basis for the existing conditions assessment of the project and the critical areas memorandum.
  - Cultural Resources Review  
Archaeologists will conduct a background literature review. Staff will monitor the investigatory soil borings conducted by the geotechnical engineers in the project areas to help determine the likelihood of encountering buried archaeological artifacts. Prepare a report that meets the requirements of the Secretary of Interior and Washington Department of Archaeology and Historic Preservation (DAHP) documenting the findings in accordance with Executive Order 21-02.  
  
It is assumed that discovery any artifacts during field investigations will not occur, however an Inadvertent Discovery Plan will be prepared in the event of a discovery. ESA recommends that the tribes be contacted about both the Port Gardner Storage Facility Project as well as the West Marine View Drive Projects. ESA will assist with preparation of Tribal notification materials for the city to distribute to the tribes.
- Environmental Documentation and Permitting
  - Critical Areas Memorandum  
Prepare a critical areas memorandum for the preferred pipeline alignment to discuss existing conditions, potential impacts resulting from project implementation, and any proposed mitigation measures. This document will be necessary for permit submittals to the City of Everett. We anticipate that all construction will occur within developed areas and public right-of-ways, however, some portions of the pipeline alignment occur within the shoreline zone of the Snohomish River Channel/East Waterway of Possession Sound. Direct impacts to critical areas are not anticipated.
  - Permit Support  
Lead the Shoreline Substantial Development permit efforts for the portions of the pipeline alignment that are located within 200 feet of the Snohomish River Channel/East Waterway of Possession Sound. ESA will assist with a pre-application for the city of Everett and support the preparation of required permits as needed for the City permits, which are anticipated to include the following: Shoreline Substantial Development permit, critical areas review, clear and grade permit, building permit, right of way use permit. ESA will assist with up to 2 NPDES Construction permits, but the effort will be lead by Brown and Caldwell.
  - SEPA Documentation  
Prepare a SEPA checklist in accordance with WAC 197-1, and will include both the Port Gardner Storage Facility project, as well as the West Marine View Drive project. Review of the entire project together will avoid SEPA challenges on the basis of piece-mealing. Budget for this task is split between the two projects. The City of Everett will be responsible for public notification efforts.

### **Task Assumptions**

- The pipeline alignment will not directly impact any critical areas. If wetlands or streams are impacted, additional scope would be required.
- An archaeologist will monitor 5 days of geotechnical borings.
- City of Everett is responsible for acquiring rights of entry to field reconnaissance sites.
- No historic buildings or structures that would require documentation and inventory, and no historic property inventory forms will be required
- No cultural sample collection or analysis will be required.
- Development of an Archeological Resources Monitoring Plan is outside this scope of services.
- No National Register Nominations are included in this scope.
- No Washington State Archaeological Site or Isolate Inventory Form will be needed.
- If at any time human remains are encountered, work will cease, and notification of affected parties will proceed as directed by RCW 27.44.
- Discovery of an archaeological site will require additional identification work beyond the present scope to evaluate its significance and arrive at appropriate assessments of adverse effects.
- Railroad safety certification will not be required.
- No onsite wetlands are present, and no Federal permits are required.
- ESA will prepare the SEPA documentation, and this project will be combined with the Port Gardner Storage Facility project.
- ESA will prepare the Shoreline Substantial Development permit.
- ESA, working with Brown and Caldwell, will prepare the clear and grade, building, and right of way use permits application packages.
- NPDES permits for construction activity will be needed for the north and south portions of the pipeline alignment.
- All permit fees will be paid by the City of Everett.

### **Everett Responsibilities**

- Pay permit fees
- Provide access as required to non-City right-of-ways and properties.

### **Meetings**

- Participate in team meetings as required

### **Work Products**

- Draft and final Cultural Resources report.
- Tribal correspondence for the City to distribute on city letterhead.
- City of Everett permit applications for shoreline substantial development, clear and grade, building, and right of way use permits.
- NPDES Construction permit applications
- SEPA documentation



### **Phase 340 – Public outreach and stakeholder support**

**Objective:** To provide support to the City of Everett staff on developing public outreach materials and coordinating with stakeholders.

**Activities/Approach:** The project will impact numerous businesses, private property, and the general public. BC will provide support to the City in providing information for the public and coordinating work on non-City of Everett properties and rights-of-ways. Currently identified stakeholders include:

- Port of Everett
- Naval Station Everett
- BNSF
- Adjacent businesses
- Adjacent parcel owners
- General public

**Task Assumptions:**

- Each coordination/outreach meeting will have two, 1 hour, virtual preplanning meetings.

**Everett Responsibilities:**

- Lead public outreach and stakeholder support
- Coordinate all meetings
- Preparation (printing, mailing, hosting) of outreach materials

**Meetings:**

- Up to 5 stakeholder coordination meetings, up to 2 hours each, in person, 2 BC staff
- Up to 5 public outreach meetings, up to 2 hours each, in person, 2 BC staff

**Work Products:**

- Draft and final presentation materials for each meeting.
- Design constraints based on stakeholder feedback for inclusion in bid documents.
- Meeting agendas and minutes.

### **Phase 350 – Grant funding / DOE coordination**

**Objective:** To maximize DOE grant funding for use with storm drainage improvements in both design and construction.

**Activities/Approach:** Engage DOE to learn requirements for both design and construction activities to be eligible for available grant funding. Implement the identified requirements in both design and construction activities.

**Task Assumptions:**

**Everett Responsibilities:**

- Participate in meetings

**Meetings:**

- Up to 4 coordination meetings with DOE, 2 hours in length, virtual, with 3 BC staff

**Work Products**

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- Meeting agendas and minutes
- Inputs into contract documents

### **Phase 360 –PGSF Coordination**

**Objective:** To coordinate the PGSF site design with the conveyance improvements design.

**Activities/Approach:**

- Coordinate monthly and at design milestones with the PGSF site design (treatment) team to identify coordination points and scheduling needs.
- Conduct coordination workshops, as needed.

**Task Assumptions:**

- 4 conveyance team and site design team workshops, in person, 2 hours in length

**Everett Responsibilities**

- Share information that impacts both contracts
- Participate in workshops, as needed.

**Meetings:**

- BC, virtual, internal monthly and design milestone meetings
- 4 in person workshops

**Work Products:**

- Inputs for design

### **Phase 370 – Design Milestone Model Confirmation**

**Objective:** Confirm design decisions using the hydraulic model as the Design phase progresses.

**Activities/Approach:** This task includes the following activities:

- Update the hydraulic model with final diameter, alignment, material, invert elevations, and operational decisions at 30%, 60% and 90% Design to confirm system performance.
- Characterize system performance (hydraulic gradelines, overflows, operational impacts, etc.). Identify any changes from previous design milestone. Document any recommended design changes for next design phase.
- Lead consultant team meeting to discuss modeling findings and decide on design direction per impacts.
- Documentation of findings and design recommendations and design decisions in 1-page brief memo per design milestone (30%, 60%, and 90%).

**Task Assumptions**

- Hydraulic model and modeling methodology is the same as Phase 240 modeling.

**Everett Responsibilities**

- Comments on design memos

**Meetings**

- 3 consultant team meetings

**Work Products**

- Three 1-page Design Milestone Model Confirmation brief memos
  - 30% Design
  - 60% Design
  - 90% Design

**Phase 380 – Traffic Control**

**Objective:** Prepare Temporary Traffic Control Plans, Specifications and Estimate for all four construction phases of the PGSF WMVD Storm and Combined Sewer project. Traffic Control activities are being led by KPFF.

**Activities/Approach:** Develop a Temporary Traffic Control strategy which covers all four phases of the project. Coordinate with the utility design team to review Traffic Control limitations and opportunities related to constructability. Incorporate Traffic Control property access limitations into the design and specifications. Respond to and incorporate City of Everett Review comments related to Temporary Traffic Control.

**Task Assumptions**

- Traffic control plans will be developed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements, City of Everett requirements, and WSDOT Standard Specifications.
- Perform two (2) site visits.
- Prepare Traffic Control Plans to support inspection of the 48" line between California street and 25th Street (CO-8).
- Traffic Control plans, specifications and cost estimates (PS&E) will be prepared for 60%, 90% and Final permit submittals.
- The Work will be split into four separate construction packages with a 60%, 90% and Final phase for each.
- Cost Estimate will be Lump Sum for "Project Temporary Traffic Control."
- Work will comply in accordance with the WSDOT/APWA Standard Specifications. Special provisions will be prepared and will consist of WSDOT/APWA General Special Provisions (GSPs) and City of Everett GSPs.
- City of Everett is the traffic control permitting authority. WSDOT review and approvals will not be required.
- It is assumed that the Port of Everett access point at the NE corner of their property at Lower Norton Drive can be closed during construction in the vicinity. Assumption to be coordinated with timing of the main PGSF site construction activities.
- It is assumed that the utility work zone will accommodate two-way traffic remaining open for the majority of the project.
- Utility installations beneath the BNSF railroad will be done with trenchless methods.
- For long linear portions of the project work, Temporary Traffic Control plans will be developed assuming the entire length is one work zone. Traffic Control plans will be prepared showing anticipated phasing across intersections. If necessary, the contractor can prepare Traffic Control Plans for smaller work zones based off of the approved Traffic Control plans.
- The City will pay any permit fees related to City traffic control plan review. The design team will respond and incorporate permit review comments.

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- It is assumed that no temporary construction easements will be required for temporary traffic control.

#### **Everett Responsibilities**

- The City of Everett will be the lead agency for coordination with affected Property Owners including but not limited to Naval Station Everett, Burlington Northern Santa Fe Railroad and the Port of Everett. The City of Everett will prepare third party agreements related to temporary access during construction.

#### **Meetings**

- Client kickoff meeting (In person)
- Design Team Kickoff meeting (virtual)
- Monthly team meetings (virtual, 18-months)
- Design Workshops (assume four)
- Third party meetings with Key Property Owners (assume 3)

#### **Work Products**

- Provide 60% PS&E (4 construction packages)
- Provide 90% PS&E (4 construction packages) for Permit
- Final PS&E (4 construction packages)

#### **Phase 390 – Constructability Review**

**Objective:** to provide an independent constructability review of up to 4 construction packages. Constructability Review activities are being led by KBA.

#### **Activities/Approach:**

- Contract and Team Management: Provide overall day-to-day management of the contract and team, including:
  - Decide on best modes and frequency of communication with the City and Prime (BC). Liaison and coordinate with the City on a regular basis to discuss Project issues and status.
  - Manage and organize and layout work for team.
  - Review monthly expenditures and scope activities. Prepare and submit to BC monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.
  - Attend Project Kick-off meeting.
- Design-Phase Constructability Review
  - Site Visit. Accompany BC on a plans-in-hand site visit to acquaint KBA with the Project and site.
  - Advise BC as requested, on challenging constructability issues.
  - Constructability Reviews: Participate in Constructability reviews at the following

## milestones:

- **30% Stage Review**
  - Review the 30% Plans and Preliminary Engineer's Estimate. Review at this stage will be for areas of cost saving opportunities, constructability, operability, and general clarity.
  - One review cycle. Meet with City and BC staff to present and discuss comments.
  - Submit letter report detailing limits of the review, in the time and budget available, and highlighting key areas of concern.
- **60% Stage Review**
  - Review the 60% Plans, Project Manual/Contract Provisions, and Preliminary Engineer's Estimate. Review at this stage will be for areas of cost saving opportunities, constructability, operability, and general clarity.
  - One review cycle. Meet with City and BC staff to present and discuss comments.
  - Submit letter report detailing limits of the review, in the time and budget available, and highlighting key areas of concern. Prepare and submit Constructability Review Comments spreadsheet along with red-line markup of the documents.
- **90% Stage Review**
  - Review the 90% Plans, Project Manual/Contract Provisions, and Engineer's Estimate for such things as:
    - Areas of cost saving opportunities
    - Constructability and operability
    - General clarity
    - Consistency among standard specifications, amendments, and special provisions/bid items
    - Completeness and adequacy of bidding and contracting documents/forms
    - Special Provisions for non-standard items
    - Pay items for construction elements
  - One review cycle. Meet with City and BC staff to present and discuss comments.
  - Submit letter report detailing limits of the review, in the time and budget available, and highlighting key areas of concern. Prepare and submit Constructability Review Comments spreadsheet along with red-line markup of the documents.

**Task Assumptions**

- Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy

or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.

- Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.

#### **Everett Responsibilities**

- Participate in design review meetings
- Review and provide direction on recommendations

#### **Meetings**

- Design review meetings (5)

#### **Work Products**

- Monthly invoices and progress reports
- 30% stage letter report
- 4- Packet: 60% stage letter report, Constructability Review Comments spreadsheet, and red-line markups (one deliverable/packet per construction contract)
- 4- Packet: 90% stage letter report, Constructability Review Comments spreadsheet, and red-line markups (one deliverable/packet per construction contract)

### **Preliminary Design**

#### **Phase 400 – Preliminary Design Management**

**Objective:** The objective of this phase is to manage and direct the design process so that the products of the design effort are contract documents suitable for construction and reflect the City standards and preferences. The design process will be managed to provide complete, coordinated, and consistent designs between facilities and disciplines.

**Activities/Approach:** The Design Manager will lead this effort and will actively lead the design process through regular meetings with the design team. This phase will also support the coordination of the project design with the City through monthly workshops. Design standards and workflows for BIM/CAD, drawing production, and specification production will be developed in this phase.

A project issues log sorted by facility area will be maintained by the Design Manager to manage identification of design issues and their resolution.

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This phase includes the following activities:

**General Design Management**

- Check on the design team progress and communicate results to project management.
- Verify QMP is followed, reviewers concur with work products, and maintain documentation of QA/QC reviews, responses, and resolutions.
- Maintain ongoing communications with the subconsultants and monitor subconsultant progress related to the technical execution of the design.
- Conduct internal design team coordination meetings.
- Manage internal resources to maintain project schedule and achieve contracted milestones.
- Identify scope changes that impact the project budget and schedule. Notify the Project Manager of potential changes in scope and assist in documenting those changes.
- Regularly assess progress and earned value and maintain risk register.
- Guide design activities to maximize project progress.
- Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to facility and discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review and addressing any subsequent issues resulting from the response to the City's review comments.
- Establish equipment numbering system, if needed.
- Maintain equipment list, if needed.

**Workshops**

- Conduct monthly workshops covering scheduled topics (see Meetings).
- Technical content of workshops will come from efforts in Predesign Work and Support Services phases. This phase will include preparation of workshop presentation materials, agendas, notes/summaries, and attendance.

**BIM/CAD Management**

- Define project CAD software standards, graphics standards, file naming conventions and standards, and revision/iteration control. Document standards in a CAD Standards TM.
- Develop BIM Execution Plan (BXP) to guide the use of BIM tools over the life of the project. Define project goals and BIM objectives, organizational roles and responsibilities, execution process workflows, collaboration procedures and platforms, and model and drawing QC procedures.
- As part of the development of the CAD Standards TM and BXP, conduct a workshop with the City to confirm approach will meet City's expectations.
- Implement and manage CAD Standards and BXP through the duration of the design.
- Conduct internal coordination meetings with BIM/CAD production team.

**Task Assumptions**

- City will accept a hybrid CAD standard that includes applicable City standards and BC standards to accommodate the use of BIM tools and 3D design.
- Consultant will develop the full anticipated project in this Preliminary Design Phase. Following a contract packaging workshop, subsequent design phases will be for each identified construction package, assumed to be four.

### **Everett Responsibilities**

- Provide comments on work products, as needed.

### **Meetings**

- Internal coordination meetings
- Others as covered in Phase 410-430

### **Work Products**

- CAD Standards TM, draft and final
- BIM Execution Plan (BXP), draft and final
- Powerpoint presentations for each workshop
- Brief meeting agendas and notes for workshops

### **Phase 410 – 30% Design**

**Objective:** To develop 30% design (preliminary) drawings, cost estimate, and specification table of contents. To identify additional required information and site constraints.

#### **Activities/Approach:**

- Develop 30% design drawings for the entire conveyance needs
- Develop 30% specification TOC
- Develop construction schedule
- Develop AACEI Class 4 construction cost estimate based on the 30% drawings.
- Identify information gaps and utility pot holing needs for future design phases.

#### **Task Assumptions**

- AACEI Class 4 estimate assumes a range of -30% to +50% based on 30% design documents.
- Drawings will be plan and profile (20 scale) of conveyance needs
  - Pipes in parallel will be shown on one page
- Preliminary Drawing list (33):
  - Cover page (1)
  - Drawing list, standard notes (1)
  - Standard symbols, line types, abbreviations, survey notes (1)
  - Key Map (1)
  - Conveyance Options plan and profile sheets (20)
  - Utility relocate plan and profile sheets (5) (if identified)
  - Structural vault designs (4)

### **Everett Responsibilities**

- Provide review comments on 30% Design package (to be updated at 60%)

### **Meetings**

- Comment review workshops, 2 hours, in person



### **Work Products**

- 30% plans
- Cost estimate
- Construction schedule
- Specification table of contents
- Potholing plan

### **Phase 420 – Construction Packaging**

**Objective:** Break apart the work into discreet construction packages.

#### **Activities/Approach:**

1. Review the preliminary design drawings, cost estimate, construction schedule, City goals, City financial needs, and Agreed Order requirements to identify how many and what construction packages are developed.

#### **Task Assumptions:**

- Construction packaging TM will be no more than 10 pages.
- For Final Design phase, it is assumed that 4 construction packages will be identified:
  - North of PGSF (C01, 2, 3, and stormwater pretreatment units)
  - South of PGSF (C09, 10, 11, 19, 28 and stormwater pretreatment unit)
  - BNSF Crossings (C03, 19, 20, and 28)
  - Pipe rehab/slip line (C03 and 8)

### **Everett Responsibilities**

- Provide City needs
- Participate in workshop
- Provide feedback on TM

### **Meetings**

- Construction Packaging workshop, in person, 2 hours in length.

### **Work Products**

- Draft and final construction packaging TM

### **Phase 430 – Updated BODR**

**Objective:** Update the predesign BODR to reflect progress to date through the preliminary design phase.

#### **Activities/Approach:**

- Document work to date in the BODR.

### **Task Assumptions**

- None

### **Everett Responsibilities**

- Provide comments on BODR.

### **Meetings**

- None

### **Work Products:**

- Draft and Final BODR.

## **BNSF Trenchless Crossing**

The trenchless work and BNSF crossing work for both CO-3 and CO-8 is being led by Staheli Trenchless Consultants (STC).

### **Phase 510 – Trenchless Installation Method TM and Workshop – New BNSF Railroad Crossing**

**Objective:** The objective of the trenchless feasibility study is to select a trenchless method for the installation of a new casing that will cross beneath the BNSF Railroad Track. The selection of the trenchless method will be based on the cost-risk weighted profile for the trenchless method that will be developed in a technical memorandum as well as the conclusions of a trenchless methods workshop that will be held with the City of Everett.

### **Activities/Approach:**

STC will perform a trenchless feasibility study to select the trenchless installation method for the installation of a casing beneath the BNSF Railroad. The analysis will include the following:

- Review of existing geotechnical information and local groundwater elevation.
- Determining trenchless methods that are feasible for casing installation, based on pipe size, length, depth, geotechnical conditions, and groundwater regime. The scope assumes that 2 to 3 trenchless methods will be deemed feasible for comparison.
- Work in conjunction with B&C to develop a feasible location for the BNSF crossing, based on the required temporary construction area that is needed to install the pipe and meet BNSF permitting standards.
- Perform a risk evaluation for the crossing, identifying specific risks that could occur with each method, the measures that would be required if the risk were to occur during construction, and the cost of risk mitigation. Risks for each of the trenchless methods will be given a weighted score according to a probability of occurrence and the cost of mitigation measures to overcome the risk.
- Develop comparison-level cost estimates and construction schedule durations for each trenchless method under consideration.
- Perform a cost-weighted risk analysis to determine the most favorable trenchless alternative that is based on anticipated bid price and risk profile.
- Recommend trenchless method for design.

The Draft Trenchless Methods TM will be sent to the City of Everett for Review prior to a Trenchless Methods Workshop.

STC will prepare and conduct a trenchless workshop to present the findings of the TM. The workshop will include analysis of the cost-weighted risks to ensure that the recommended method fits the City's risk profile for construction. The risks analysis will inform the cost estimate to be developed during design, identify risk mitigation measures that could be included in design and will solicit feedback from the City and B&C. Discussions, conclusions, and decisions of the Workshop will be incorporated into the Final Trenchless Feasibility TM. This TM will serve as the basis for the trenchless methods selection.

### **Task Assumptions**

- Information on existing geotechnical and groundwater conditions will be provided to STC by B&C.
- Feasible crossing locations will be developed in conjunction with B&C.
- Comparative Cost Estimates will be Level 5
- All geotechnical and groundwater assumptions in the TM are confirmed in design with site-specific geotechnical information.
- STC will perform internal QA/QC prior to delivery to B&C.
- Development of the TM will require a minimum of two (2), one-hour meetings with B&C.
- STC will develop the workshop materials for review by B&C
- All workshop materials will be reviewed by B&C and STC to determine detailed approach to the workshop.
- Cost-Weighted risk analysis will be edited in real time in response to comments and concurrence with the workshop participants.
- The conclusion of the workshop will be described and captured in the Final TM.
- A minimum of one trenchless specific permitting meetings will be held with B&C and ESA .Associates to coordination feasibility considerations and impacts on expediting permitting.
- Trenchless Methods Workshop will be approximately 2 hours in length.

### **Everett Responsibilities**

- Review and provide comments on TM
- Attend and participate in in the Trenchless Methods workshop.

### **Meetings**

- Coordination meetings
- Trenchless Methods Workshop

### **Work Products**

A Draft Technical Memorandum (TM) will be developed that captures the conclusions of the trenchless feasibility study. The TM will include:

- Descriptions of Trenchless Methods Analyzed
- Geotechnical Conditions assumed for the analyses and additional site -specific geotechnical information that will be required to confirm the analysis during 30% to 60% design. Recommendations will be made for vertical boring locations, sampling locations, geotechnical testing, and the installation of piezometers.
- Cost-Weighted Construction Risk Evaluation
  - Based on Level 5 cost estimates for each feasible trenchless method.
- Recommended Trenchless Method
- Site layout drawings for the recommended method

- Considerations for items that could be implemented during Design of the project to lower the trenchless crossing risk.

### **Phase 515 – Rehabilitation Method and TM for Existing BNSF Crossing**

**Objective:** Investigate trenchless rehabilitation methods for the casing (30-inch pipe that will host the LS46 discharge sanitary sewer force main (CO3)) that is currently installed beneath the BNSF railroad tracks. STC will evaluate the condition of the existing crossing and provide a number of methods that could be used to rehabilitate the crossing based on information and design parameters provided by B&C.

**Activities/Approach:** Feasible rehabilitation alternatives will be developed with B&C. STC will work collaboratively with B&C to identify rehabilitation methods(s) to be further developed for consideration. Selection of the preferred rehabilitation method most suited to the project will be based on defined project constraints, prepared by others. A number of rehabilitation methods will be evaluated based on project design criteria. A technical meeting will be held to go over the rehabilitation findings and to collaboratively select the rehabilitation method that is best suited to the project.

#### **Task Assumptions**

- Information on the condition of the existing casing will be provided to STC by others.
- B&C will provide regular updates to STC regarding the status of the conveyance pipeline (s) at the location of the existing casing to ensure that any changes to the conveyance pipeline (s) do not impact the design of the rehabilitation.

#### **Everett Responsibilities**

- Review and provide comments on TM

#### **Meetings**

- Coordination meetings as needed

#### **Work Products:**

A trenchless rehabilitation memo will be prepared that presents the rehabilitation methods that were considered, the recommended rehabilitation method(s), and the reasoning behind the method selection. This memo is envisioned to be stand-alone; however, it will be in support of engineering performed by B&C. The TM will outline project footprints and any excavations that may be needed to perform the rehabilitation. Comparative costs will be presented in consideration of the method selection. The TM will be subject to internal QA/QC prior to delivering the Draft memo to B&C. STC will resolve any B&C review comments prior to submitting the final TM. A comment and resolution log will be maintained to document incorporation of changes to the TM.

### **Phase 520 – Preliminary, 60%, and Final Design of Trenchless Construction**

**Objective:** STC will design the installation of the new crossing beneath BNSF as well as the rehabilitation of the existing BNSF crossing. The design will include all calculations and analyses necessary to develop bid-ready plans and specifications. The trenchless method that will be designed will be based on the findings in the Final Trenchless Feasibility TM and the Trenchless Rehabilitation TM. For the new casing installation, STC will determine appropriate casing diameter and design wall thickness, make engineering recommendations on the installation elevation of the pipeline based on AREMA standards and ease of permitting, identify work areas and the need for

TCEs, provide engineers estimate of cost for the trenchless activities and installation, provide estimated construction schedules for the trenchless installation, and provide all calculations in support of design.

For the rehabilitation of the existing casing, STC will perform calculations to determine lining thickness for the installation. STC will also develop layout areas for the construction and provide cost and schedule updates throughout the project delivery.

**Activities/Approach:**

STC will work in conjunction with B&C to develop drawings at the Preliminary, 60%, and Final Design stages of the project. STC will provide technical information for the development of drawings that will be drafted by B&C. STC will provide mark-ups of the plan and profile sheets provided by B&C. STC will be the EOR for the casing installation beneath BNSF and the rehabilitation of the existing casing beneath BNSF and will stamp the drawings. The design will be optimized for ease in permitting and will incorporate specific risk mitigation measures as agreed upon with B&C and the City of Everett. The design will consider project constraints and criteria developed by others.

STC will develop specifications for the trenchless installation of the casing beneath BNSF. STC will provide the following specifications/special provisions for inclusion in the contract documents:

- Trenchless Casing Pipe Installation
- Casing Pipe
- Trenchless Rehabilitation of Existing Casing
- Minimum wall thickness of rehabilitation material for inclusion in the specifications for the product pipe (by others).

The trenchless specifications shall include requirements for launch and retrieval pits, contact grouting, annular space grouting, and provisions for settlement monitoring of the BNSF railroad. Project specific requirements can be included in the trenchless specification, or the requirements referenced to standard specifications or specifications prepared by others. STC will review specifications that are referenced in the trenchless specifications to ensure that all pertinent information is included to allow trenchless construction.

STC will provide cost estimates for the trenchless project components at the Preliminary, 60%, and Final Design stages. These cost estimates will specifically address all labor, equipment, and materials necessary to install the casing. Costs of product pipe, casing spacers, and product pipe installation will be developed by others. Cost estimates for launch and receiving pits for trenchless installation will be by others. STC will provide parameters, such as likely construction method, shaft sizes, necessary depths, and any special shoring requirements to B&C for use in development of the cost estimate. STC will review the cost estimate for the launch and retrieval pits to ensure that all elements of construction are captured.

STC will provide an estimated construction schedule for the trenchless installation elements of the project. The schedule will include mobilization and demobilization of the trenchless contractor, construction of the launch and reception pits, installation of the casing pipe, contact grouting, installation of the product pipe and annular grouting.

**Task Assumptions**

- Trenchless specifications will be developed by STC and prepared in the format requested by B&C. B&C will provide a formatted template for use by STC. If WSDOT or City of Everett Standards are intended for use, STC will provide the special provisions that are necessary to

supplement the standard specifications.

- STC will review the specifications for temporary excavation and shoring (prepared by others) to ensure requirements for the launch and retrieval pits are included in that specification. STC will review the dewatering specification (developed by others) to ensure that dewatering requirements for trenchless construction (including shafts) are adequately addressed. STC will not be responsible for the design of the product pipe that will be installed within the casing. STC will not be responsible for casing spacer design for pipelines within the casing. Any additional information for inclusion in referenced specifications will be recommended for consideration by B&C. STC will stamp the trenchless and casing pipe specifications or special provisions developed for the trenchless installation.

### **Everett Responsibilities**

- Review design documents (within Tasks 410 and 610)

### **Meetings**

- STC will participate in project meetings and technical design meetings during the development of the design to coordinate trenchless design components with other elements of design. This will include attendance in the B&C kick-off planning meeting, the City of Everett kick-off meeting, monthly project meetings, up to four (2) technical workshops (including workshops for permitting), and two trenchless design coordination meetings.

### **Work Products**

- Plans showing trenchless alignment and design at the preliminary, 60% and final design levels. Specifications for trenchless methods in format to be supplied by B&C. All plans and specifications will be subject to internal QA/QC review prior to distribution to B&C for review. Draft and final products will be presented to B&C, incorporating any comments from the Draft deliverables into the Final deliverables. A comment tracking and response log will be maintained to document changes to the deliverables based on review comments.

## **Phase 530 – BNSF permit and Supporting TM**

**Objective:** One of the primary concerns on this project is acquiring the BNSF permit such that receipt of the permit is not on the critical path.

### **Activities/Approach:**

Once the most appropriate trenchless technology has been determined for the installation of the new casing beneath the BNSF tracks, STC will perform analyses necessary to facilitate ease in permitting. These tasks will include:

- Collaboratively working with B&C pipeline designers and Permitting Sub-Consultants to ensure that the design of the new casing meets the project needs while satisfying all BNSF requirements. This includes review of crossing location and elevation and comparing the design constraints to those of the standard permit. The goal is to provide feedback to avoid the need to obtain a permit variance.
- Perform preliminary systematic settlement analysis to demonstrate that the pipeline elevation and method selection will protect the BNSF asset.
- Develop criteria for grouting the product pipe within the casing to satisfy BNSF requirements.
- Develop layout drawings for the construction pits (jacking and receiving) with details on any

required dewatering.

- Select a grout mix that is acceptable to BNSF that will be later incorporated into the specification.
- Identify risks inherent with trenchless installation and mitigation strategies that will be included in the design to protect the BNSF asset.
- Develop minimum qualification requirements for the trenchless contractor performing the casing installations.

### **Task Assumptions**

- STC will coordinate with B&C when evaluating casing requirements for the system hydraulics to ensure that the pipe diameters and depths that are selected for the conveyance pipelines are met without the need to obtain a variance from the RR.
- STC will provide information to the B&C design team about selection of the appropriate casing size and wall thickness required to meet the conveyance pipeline design and satisfy the permitting requirements with flexibility to allow future minor modifications of the design.
- STC will prepare the memo with input and review by ESA Associates who will lead the BNSF permitting efforts to ensure that all exhibits within the TM are consistent with the permitting figures and provide all necessary information to allow permit issuance.
- A minimum of two meetings will be held with B&C and ESA to coordinate the permit submittal.

### **Everett Responsibilities**

- Review permitting TM, permit application, and supporting documentation

### **Meetings**

- As required

### **Work Products**

- STC will prepare a BNSF permitting technical memorandum that will accompany the permit submittal. This TM will detail the installation method and the planned location of the crossing. The TM will summarize the results of the railroad analysis and will include details on planned specification requirements, risk mitigation, grouting procedures, estimated settlement and activities to detect settlement prior to the casing crossing beneath the tracks. The TM will be submitted in Draft and Final format, incorporating reviews by B&C and ESA. A comment tracking and response log will be maintained to reflect changes in the document between Draft and Final Stages.

## **Final Design**

### **Phase 600 – Final Design Management**

**Objective:** The objective of this phase is to manage and direct the design process so that the products of the design effort are contract documents suitable for construction and reflect the City standards and preferences. The design process will be managed to provide complete, coordinated, and consistent designs between facilities and disciplines. Phase 400 sets the basis for this task and all products and activities will be updated as appropriate.

**Activities/Approach:** The Design Manager will lead this effort and will actively lead the design process through regular meetings with the design team. This phase will also support the coordination of the project design with the City through monthly workshops. Design standards and workflows for BIM/CAD, drawing production, and specification production will be developed in this phase.

A project issues log sorted by facility area will be maintained by the Design Manager to manage identification of design issues and their resolution.

This phase includes the following activities:

#### **General Design Management**

- Check on the design team progress and communicate results to project management.
- Verify QMP is followed, reviewers concur with work products, and maintain documentation of QA/QC reviews, responses, and resolutions.
- Maintain ongoing communications with the subconsultants and monitor subconsultant progress related to the technical execution of the design.
- Conduct internal design team coordination meetings.
- Manage internal resources to maintain project schedule and achieve contracted milestones.
- Identify scope changes that impact the project budget and schedule. Notify the Project Manager of potential changes in scope and assist in documenting those changes.
- Regularly assess progress and earned value and maintain risk register.
- Guide design activities to maximize project progress.
- Coordinate progress reviews by the City, including collecting comments from the City's review, distributing review comments to facility and discipline leads, facilitating responses to review comments, documenting responses to the City's review comments, addressing any subsequent issues resulting from the City's review and addressing any subsequent issues resulting from the response to the City's review comments.
- Establish equipment numbering system, if needed.
- Maintain equipment list, if needed.

#### **Workshops**

- Conduct monthly workshops covering scheduled topics (see Meetings).
- Technical content of workshops will come from efforts in Predesign Work, Support Services, and Final Design phases. This phase will include preparation of workshop presentation materials, agendas, notes/summaries, and attendance.

#### **BIM/CAD Management**

- Define project CAD software standards, graphics standards, file naming conventions and standards, and revision/iteration control. Document standards in a CAD Standards TM.
- Develop BIM Execution Plan (BXP) to guide the use of BIM tools over the life of the project. Define project goals and BIM objectives, organizational roles and responsibilities, execution process workflows, collaboration procedures and platforms, and model and drawing QC procedures.
- As part of the development of the CAD Standards TM and BXP, conduct a workshop with the City to confirm approach will meet City's expectations.
- Implement and manage CAD Standards and BXP through the duration of the design.
- Conduct internal coordination meetings with BIM/CAD production team.



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### Task Assumptions

- City will accept a hybrid CAD standard that includes applicable City standards and BC standards to accommodate the use of BIM tools and 3D design.
- Workshops are assumed to be two hour meetings held virtually via MS Teams.

### Everett Responsibilities

- Participate in site visits (as needed) and workshops.

### Meetings

- Up to two site visits to verify field conditions. Assume 3 staff conduct two site visits each for 4 hours per visit.
- Monthly team meetings

### Work Products

- CAD Standards TM, draft and final
- BIM Execution Plan (BXP), draft and final
- PowerPoint presentations for each workshop
- Brief meeting agendas and notes for workshops

## Phase 610 – Final Design

**Objective:** To develop final design construction packages for the identified work packages.

### Activities/Approach:

- Develop 60, 90, 100% (bid ready) construction drawings
- Develop 60, 90, 100% (bid ready) construction specifications
- Develop 60, 90, 100% (bid ready) construction schedule
- Develop 60, 90, 100% and bid ready construction cost estimate
  - 60% AACEI Class 3 (-20% to +30%), 90% AACEI Class 2 (-15% to +20%), 100% and bid ready AACEI Class 1 (-10% to +5%)
- Complete potholing to identify utility locations and conflicts

### Task Assumptions

- 4 construction packages will be identified (in no particular order):
  - Package 1: North of PGSF (CO1, 2, 3, and stormwater pretreatment units)
  - Package 2: South of PGSF (CO9, 10, 11, 19, 28 and stormwater pretreatment unit)
  - Package 3: BNSF Crossings (CO3, 19, 20, and 28)
  - Package 4: Pipe rehab/slip line (CO3 and 8)
- Package 1 drawing list (37 pages):
  - Cover page (1)
  - Drawing list, standard notes (1)
  - Standard symbols, line types, abbreviations, survey notes (1)
  - Key Map (1)
  - Conveyance Options plan and profile sheets (6)
  - Structural Vault design plans and details (CO-3 discharge structure) (4)
  - Utility relocate plan and profile sheets (4) (if identified)
  - TESC sheets (3)
  - Pavement restoration sheets (3)
  - Traffic control sheets (6)

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- Details (3)
- Package 2 drawing list (39 pages):
  - Cover page (1)
  - Drawing list, standard notes (1)
  - Standard symbols, line types, abbreviations, survey notes (1)
  - Key Map (1)
  - Conveyance Options plan and profile sheets (8)
  - Structural Vault design plans and details (CO-11 regulator) (4)
  - Utility relocate plan and profile sheets (4) (if identified)
  - TESC sheets (4)
  - Pavement restoration sheets (4)
  - Traffic control sheets (7)
  - Details (3)
- Package 3 drawing list (19 pages):
  - Cover page (1)
  - Drawing list, standard notes (1)
  - Standard symbols, line types, abbreviations, survey notes (1)
  - Key Map (1)
  - Trenchless installation plan and profile (2)
  - Utility relocate plan and profile sheets (2) (if identified)
  - TESC sheets (2)
  - Pavement restoration sheets (2)
  - Traffic control sheets (2)
  - Details (3)
- Package 4 drawing list (16 pages):
  - Cover page (1)
  - Drawing list, standard notes (1)
  - Standard symbols, line types, abbreviations, survey notes (1)
  - Key Map (1)
  - Rehabilitation installation plan and profile (2)
  - TESC sheets (2)
  - Pavement restoration sheets (2)
  - Traffic control sheets (3)
  - Details (3)

### Everett Responsibilities

- Review and provide comments for all documents for each package

### Meetings

- Monthly team meetings

### Work Products

- 60, 90, 100%, and Final Contract documents for up to 4 construction packages

### Phase 620 – Final BODR

**Objective:** Update the preliminary BODR to reflect progress to date through the final design phase, for each identified construction package.

### Activities/Approach:

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- Document work to date in each identified construction package BODR.

#### **Task Assumptions**

- All construction packages will be described in 1 BODR.

#### **Everett Responsibilities**

- Provide comments on BODRs.

#### **Meetings**

- None

#### **Work Products:**

- Draft and Final BODRs.

### **Bid Period Services**

#### **Phase 710 – Bid Period Services**

**Objective:** To assist the City during the bidding time period for each of the identified construction packages.

#### **Activities/Approach:**

- Preparation of Bid Addenda to answer Bidder questions and provide edits, changes, or clarifications to bid documents.
- Complete conformed “for construction” contract documents incorporating addenda from the bidding period.
- Respond to contractor RFIs during bidding period
- Attend pre-bid meeting
- Review bid submissions along with the City, noting any informalities. Check bidder references as appropriate.

#### **Task Assumptions**

- Bidder qualifications will be included in the bidding documents (i.e. no separate pre-qualification step prior to formal bid period).
- Total of 10 bidder questions during bid period.
- Total of 2 addendum, that will consist of drawing updates (noted with revision clouds) and changes to the text on contents of the specifications.
- Total of 5 bid submissions per bid.
- One electronic deliverable (PDF) set of “for construction” documents will be provided for the Conformed Documents. No hard copy prints are included as part of this scope.
- Services include up to 4 “Bid Period Services”.
- Prebid meeting will be virtual.
- 1 tour per bid package, up to 4 hours in duration.

#### **Everett Responsibilities**

- Coordinate bid period activities.
- Finalize Instructions to Bidders, General and Supplementary Conditions.

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- Solicit and administer public bids for the construction package.
- Receive and disseminate requests for information to Consultant and City responders.
- Hold pre-bid meeting and pre-bid tours by prospective contractors.
- Review bids.
- Obtain construction phase permits, or assign responsibility to contractor.
- Award construction contract to lowest, responsive and qualified bidder. Administer and execute all contract forms.

**Meetings**

- Prebid meetings (4).

**Work Products**

- Replies to bidder questions
- 2 addendum
- Bid review recommendations and bidder reference summaries.

**Unanticipated Services**

**Phase 810 – Unanticipated Services**

**Objective:** Provide budget allowance for potential additional work requested by the City.

**Activities/Approach:** To be determined, based on City requests. No work will be completed under this task without written direction from the City. The budgeted amount for unanticipated services is as provided in Exhibit B.

**Task Assumptions**

- Brown and Caldwell will prepare a Project Change Request (PCR) describing each additional and identifiable task under this allowance. The PCR will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.

**Everett Responsibilities**

- Provide direction and authorization for requested additional work.

**Meetings**

- To be determined.

**Work Products**

- To be determined.

**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(METHOD OF COMPENSATION -- ATTACHED)**

**STANDARD METHODS OF COMPENSATION**

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
See attached Exhibit B-1 for staff names and rates		enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

**EXHIBIT B**  
**FEE BUDGET**

**City of Everett Port Gardner Storage Facility**  
**West Marine View Drive Storm and Combined Sewer Design**

Exhibit B-1: Everett PGSF WMVD A C E Package Project - Staff, Roles, and Rates*		
Staff Member	Role	2023 Hourly Rate**
Abbi Dorn	S/W Pre-T/M oversight	\$312.49
Alexander Mockos	Senior Oversight	\$344.53
Amanda Lawler	Modeling	\$134.52
Ashraf Qadan	Structural QA/QC	\$181.25
Bob Jacobsen	Project Manager	\$268.78
Brent Robinson	Modeling Lead	\$281.26
Casey Gish	PGSF Integration	\$173.68
Catherine Dummer	Cost Estimator	\$227.60
David McBride	Design Manager	\$278.23
Devon Vigil	Civil Design	\$125.00
Erin Melton	Delivery Coord.	\$181.61
Gino Mazzotti	Structural Eng	\$190.00
Jennifer Fu	Pre-T/M Design	\$143.98
Joanna Wilson	Accounts	\$110.50
Kenneth Hoff	Safety	\$242.19
Kirsten Weber	Senior Eng	\$187.46
Lawrence Catalano	Inspect./Rehab	\$287.40
Margaret Ales	Modeling Oversight	\$197.60
Mark Gisse	Structural Drafting	\$177.91
Nathalie Costaz	Project Analyst	\$106.33
Patrick Bohanon	Civil Eng	\$124.41
Rob Davies	Civil SME	\$215.90
Robert Hunt	CAD	\$171.54
Thomas Pennington	Geotech QA/QC	\$360.95

\* Rates are subject to changes on an annual basis and/or at the time of individual direct labor rate changes.

\*\* Rates will be escalated 5% annually on 01/01, beginning on 01/01/2024.



Hours and Dollars are rounded to nearest whole number.

Everett PGSF WMVD A C E Package														
		Jennifer Fu	Margaret Ales	Casey Gish	Lawrence Catalano	Gino Mazzotti	Mark Giese	Ashraf Qadan	David McBride	Erin Melton	Catherine Dummer	Thomas Pennington		
Phase	Phase Description	Pre-T/M Design	Modeling Oversight	PGSF Integration	Inspect./ Rehab	Structural Eng	Structural Drafting	Structural QA/QC	Design Manager	Delivery Coord.	Cost Est.	Geotech QA/QC	Total Labor Hours	Total Labor Effort
	Rates subject to 5%/yr escalation	\$143.98	\$197.60	\$173.68	\$287.40	\$190.00	\$177.91	\$181.25	\$278.23	\$181.61	\$227.60	\$360.95		
100	<b>Project Management</b>	0	20	0	5	0	0	12	98	78	0	0	1,423	298,872
110	Project Management	0	0	0	0	0	0	0	0	0	0	0	1,054	213,837
120	QA/QC	0	20	0	5	0	0	12	98	78	0	0	369	85,035
130	ODCs	0	0	0	0	0	0	0	0	0	0	0	0	0
200	<b>PreDesign Work</b>	74	17	0	38	6	0	0	20	8	0	0	970	182,620
200	Predesign Mngement	0	0	0	0	0	0	0	16	8	0	0	72	16,241
210	Background	14	0	0	0	0	0	0	0	0	0	0	98	18,093
220	Condition assessment (CO-3, CO-8)	0	0	0	36	0	0	0	0	0	0	0	140	26,305
230	Stormwater pretreatment analysis	48	10	0	0	0	0	0	0	0	0	0	160	27,766
240	Technical Refinements	0	7	0	0	0	0	0	0	0	0	0	301	52,839
250	BODR	12	0	0	2	6	0	0	4	0	0	0	124	21,376
255	Sub Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0
260	Project Labor Agreement Evaluation	0	0	0	0	0	0	0	0	0	0	0	75	20,000
300	<b>Support Services</b>	0	0	104	0	0	0	0	104	0	0	24	1,005	216,768
310	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	24	40	12,344
320	Topographic Survey and Easements	0	0	0	0	0	0	0	0	0	0	0	24	3,877
330	Permitting	0	0	0	0	0	0	0	0	0	0	0	44	7,699
340	Public Outreach	0	0	0	0	0	0	0	0	0	0	0	280	56,208
350	Grant Funding	0	0	0	0	0	0	0	0	0	0	0	76	17,816
360	PGSF Coordination	0	0	104	0	0	0	0	104	0	0	0	330	81,563
370	Modelling	0	0	0	0	0	0	0	0	0	0	0	123	21,907
380	Traffic Control	0	0	0	0	0	0	0	0	0	0	0	44	7,678
390	Constructability Review	0	0	0	0	0	0	0	0	0	0	0	44	7,678
301	Sub Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0
400	<b>Preliminary Design</b>	62	0	8	0	86	88	4	24	16	68	4	1,402	258,770
400	Preliminary Design Management	0	0	0	0	0	8	0	12	16	0	0	80	17,008
410	30% Design	62	0	8	0	84	80	4	10	0	60	4	1,212	221,011
420	Construction Packaging	0	0	0	0	0	0	0	2	0	8	0	72	14,097
430	Updated BODR	0	0	0	0	2	0	0	0	0	0	0	38	6,654
440	ODCs	0	0	0	0	0	0	0	0	0	0	0	0	0
500	<b>BNSF Trenchless Crossing</b>	0	0	0	0	0	0	0	0	0	0	0	248	49,757
510	Installation method TM & W/S	0	0	0	0	0	0	0	0	0	0	0	16	3,832
515	Rehab Method & TM BNSF	0	0	0	0	0	0	0	0	0	0	0	16	3,832
520	60% Design of Crossings	0	0	0	0	0	0	0	0	0	0	0	184	34,427
530	BNSF Permit & Supporting TM	0	0	0	0	0	0	0	0	0	0	0	32	7,665
540	Sub Task	0	0	0	0	0	0	0	0	0	0	0	0	0
600	<b>Final Design</b>	189	0	0	0	236	262	37	89	50	195	26	5,668	1,032,981
600	Final Design Management	0	0	0	0	0	2	0	2	24	0	0	52	10,467
610	Final Design	189	0	0	0	234	260	37	85	26	195	26	5,597	1,018,390
620	Final BODR	0	0	0	0	2	0	0	2	0	0	0	19	4,124
630	Sub Task	0	0	0	0	0	0	0	0	0	0	0	0	0
700	<b>Bid Period Services</b>	0	0	0	0	16	48	4	0	0	0	0	600	112,375
710	Bid Period Services	0	0	0	0	16	48	4	0	0	0	0	600	112,375
720	Sub Task	0	0	0	0	0	0	0	0	0	0	0	0	0
800	<b>Unanticipated Services</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
810	Unanticipated Services	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>GRAND TOTAL</b>		<b>325</b>	<b>37</b>	<b>112</b>	<b>43</b>	<b>344</b>	<b>398</b>	<b>57</b>	<b>335</b>	<b>152</b>	<b>263</b>	<b>54</b>	<b>11,316</b>	<b>2,152,142</b>

Hours and Dollars are rounded to nearest whole number.

Everett PGSF WMVD A C E Package																
				1 ALLIANCE	HWA	KBA INC.	KPFF INC	Staheli Trenchless Consultants	ESA	Potholing	Inspection/ Traffic Control	CCTV				
Phase	Phase Description		Total ODCs	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
Rates subject to 5%/yr escalation																
100	Project Management	500	500	0	0	0	0	0	0	0	0	0	0	500	500	299,372
110	Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	213,837
120	QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	85,035
130	ODCs	500	500	0	0	0	0	0	0	0	0	0	0	500	500	500
200	PreDesign Work	3,500	3,500	0	0	0	0	0	0	0	20,000	30,000	50,000	53,500	56,000	238,620
200	PreDesign Mngement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,241
210	Background	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,093
220	Condition assessment (CO-3, CO-8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,305
230	Stormwater pretreatment analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27,766
240	Technical Refinements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52,839
250	BODR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,376
255	Sub Tasks	3,500	3,500	0	0	0	0	0	0	0	20,000	30,000	50,000	53,500	56,000	56,000
260	Project Labor Agreement Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20,000
300	Support Services	650	650	332,000	240,000	51,057	200,000	0	80,000	0	0	0	903,057	903,707	948,860	1,165,628
310	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,344
320	Topographic Survey and Easements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,877
330	Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,699
340	Public Outreach	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56,208
350	Grant Funding	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,816
360	PGSF Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	81,563
370	Modelling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21,907
380	Traffic Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,678
390	Constructability Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,678
301	Sub Tasks	650	650	332,000	240,000	51,057	200,000	0	80,000	0	0	0	903,057	903,707	948,860	948,860
400	Preliminary Design	100	100	0	0	0	0	0	0	0	0	0	0	100	100	258,870
400	Preliminary Design Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,008
410	30% Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	221,011
420	Construction Packaging	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,097
430	Updated BODR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6,654
440	ODCs	100	100	0	0	0	0	0	0	0	0	0	0	100	100	100
500	BNSF Trenchless Crossing	200	200	0	0	0	0	192,000	0	0	0	0	192,000	192,200	201,800	251,557
510	Installation method TM & W/S	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,832
515	Rehab Method & TM BNSF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,832
520	60% Design of Crossings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34,427
530	BNSF Permit & Supporting TM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,665
540	Sub Task	200	200	0	0	0	0	192,000	0	0	0	0	192,000	192,200	201,800	201,800
600	Final Design	0	0	0	0	0	0	0	0	100,000	0	0	100,000	100,000	105,000	1,137,981
600	Final Design Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,467
610	Final Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,018,390
620	Final BODR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,124
630	Sub Task	0	0	0	0	0	0	0	0	100,000	0	0	100,000	100,000	105,000	105,000
700	Bid Period Services	100	100	0	0	0	0	5,000	0	0	0	0	5,000	5,100	5,350	117,725
710	Bid Period Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112,375
720	Sub Task	100	100	0	0	0	0	5,000	0	0	0	0	5,000	5,100	5,350	5,350
800	Unanticipated Services	0	350,000	0	0	0	0	0	0	0	0	0	0	350,000	350,000	350,000
810	Unanticipated Services	0	350,000	0	0	0	0	0	0	0	0	0	0	350,000	350,000	350,000
GRAND TOTAL		5,050	355,050	332,000	240,000	51,057	200,000	197,000	80,000	100,000	20,000	30,000	1,250,057	1,605,107	1,667,610	3,819,752
Hours and Dollars are rounded to nearest whole number.																











# Brown & Caldwell-PGSF WMVD Storm & Combined Sewer-PSA-RL-SD1

Final Audit Report

2023-09-20


Created:	2023-09-14
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0b26trsbJ25Mg5JHnGHu4iqGyPKEpv5F

## "Brown & Caldwell-PGSF WMVD Storm & Combined Sewer-PSA-RL-SD1" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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-  Document emailed to rloveless@everettwa.gov for approval  
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-  Email viewed by rloveless@everettwa.gov  
2023-09-19 - 6:55:34 PM GMT
-  Signer rloveless@everettwa.gov entered name at signing as Randy Loveless  
2023-09-19 - 6:56:13 PM GMT
-  Document approved by Randy Loveless (rloveless@everettwa.gov)  
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 Signer vholingsworth@brwncald.com entered name at signing as Ruth Hollingsworth


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 Agreement completed.

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