



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 is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Osborn Consulting
	1800 112th Ave NE, Suite 220-E Bellevue, WA 98004
	laura@osbornconsulting.com
City Project Manager	Erik Emerson
	City of Everett – Public Works 3200 Cedar St. Everett, WA 98201
	eemerson@everettwa.gov
Brief Summary of Scope of Work	Conduct a study of potential regional stormwater facility locations and prepare a regional facility plan as required by EMC 14.28.070
Completion Date	December 31, 2025
Maximum Compensation Amount	\$476,655

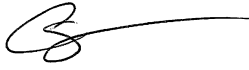
BASIC PROVISIONS	
Service Provider Insurance Contact Information	USI Insurance Services NW PR
	206-441-6300
	Seattle.PLCertRequest@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="padding-left: 40px;">Answer: Yes</p> <p>If 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 style="padding-left: 40px;">Answer: 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, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

OSBORN CONSULTING



Cassie Franklin, Mayor



Signature: _____

Name of Signer: Laura Ruppert

Signer's Email Address: laura@osbornconsulting.com

Title of Signer: Principal & Vice President

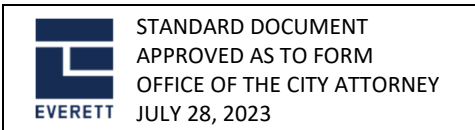
09/22/2023

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

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 attached as Exhibit A. 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. 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, 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 conduct 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 or materially changed 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 third party 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 or amendment 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/epls/search.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.071423.1)**

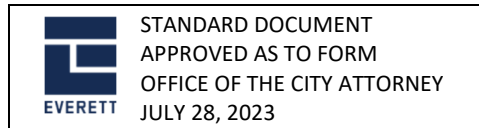


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Project: Regional Stormwater Facility Planning	
PRIME Consultant:	Osborn Consulting, Inc.
Contract No.:	

Background

The City of Everett (City) is initiating a project that will assess the options for implementing regional facilities within the City of Everett to enhance water quality treatment and flow control. The work will utilize and build upon SMAP efforts performed by the City and will rate and rank facility locations based on catchment area, improvements to surface water, and opportunities to address current developed areas and potential funding strategies for future redevelop, such as fee-in-lieu or public private partnership strategies.

Osborn Consulting, Inc, (Consultant) has been selected to support the City with the developing the study.

The scope of work includes the following elements:

Task 1 – Project Administration / Grant Management

Monitoring and communicating the status of the scope, schedule, and budget of this work assignment and providing monthly reporting to the City.

Consultant Services

- Prepare progress reports that meet Ecology reimbursement requirements describing the following:
 - Services completed during the month.
 - Outstanding issues (if any).
 - Scope/schedule/budget status.
 - A financial summary.
- Attend one (1) project kickoff meeting with City of Everett staff to confirm and document the project goals, design criteria, and constraints.
- Attend one (1) project closure/post construction review meeting with City of Everett staff.
- Bi-weekly PM Check-ins via web/phone
- Manage Issue Log for City and all team members.
- Manage Risk Register to identify and document project risks and mitigation strategies.
- Submit invoices monthly
- Support the City with developing Ecology grant administration requirements:
 - Backup documentation for reimbursement requests
 - Detailed Progress reports

- Two-Page outcome summary report

City of Everett's Responsibilities

- Attend project kickoff, closure and submittal meetings (in person or via teleconference).
- Review and approve invoices.
- Review and comment on submittals within the schedule.
- Lead Ecology grant administration requirements including EAGL updates; including:
 - Timely and complete submittals of requests for reimbursement
 - Quarterly progress reports,
 - Developing the Detailed Progress reports
 - Developing the Two-Page outcome summary report
 - Recipient Closeout Report
 - Properly maintained project documentation

Assumptions

- Project duration will be approximately 16 months (May 2023 through December 2025).
- There will be one (1) project kickoff meeting attended by up to two (2) Consultant Team members and City staff. Kickoff meeting to be held at Everett Public Works or by teleconference.
- There will be two (2) Alternative Analysis review meetings attended by up to two (2) Consultant Team members and City staff, each meeting will be up to 1 hours long.
- Review meetings to be held at Everett Public Works or by teleconference.

Deliverables

- Project kickoff meeting with meeting minutes.
- Alternative Analysis review meetings with meeting minutes.
- Project schedule, update to be provided with monthly status reports.
- Issue Log and Risk Register to be provided at each deliverable.
- Bi-weekly check-in (as necessary and determined by City Project Manager prior to each meeting).
- Monthly status reports.

Task 2 – Pre-Assessment Analysis

The purpose of this task is to develop the approach for assessing and prioritizing the identified basins within the City to strategically plan regional facilities locations to provide treatment of untreated or undertreated areas within the City. The Consultant will collect relevant information on potential stormwater facility types and eligible/applicable drainage areas based on available data. Using this information, the Consultant will develop metrics to evaluate and rate the facilities and drainage areas.

Task 2.1 Compile Available data

Define areas of high pollution generating surfaces that could contribute to water quality and flow control issues. The Consultant shall review the City of Everett Surface Water Comprehensive Plan, stormwater complaint records, and existing treatment facility locations to identify areas within the City to be included in the regional facility assessment. This will include identifying and mapping areas with unmitigated or partially mitigated pollution generating and non-pollution generating impervious surface and flood control exemption boundaries. Additionally, for water pollutants of concern, such as 6PPD-quinone, treatment options will be evaluated for emerging treatment technologies.

City of Everett's Responsibilities

- City will provide all available data, reports, O&M records, known issues to the Consultant

Assumptions:

- The City will provide as-builts and associated reports for existing facilities
- The Consultant will incorporate applicable findings into the Pre-Assessment Analysis

Task 2.2: Incorporate City Planning Data

Identify publicly available data for inclusion into the Assessment. The Consultant will collect and review available information and identify additional information needed that are not included in the:

- SMAP Receiving Water Assessment
- 2022 Surface Water Comprehensive Plan
- Additional relevant regional growth planning efforts (PSRC Vision 2050, Snohomish County Buildable Lands, etc.)

The consultant will review the City's SMAP Receiving Water Assessment and 2022 Surface Water Comprehensive Plan. This review will include identifying and confirming known stormwater management influences (SMI), stream erosion, water quality issues, and identifying existing flow control and water quality treatment facilities. Pollutant loading sources for mitigation will also be reviewed and identified.

City of Everett's Responsibilities

- City will provide all available City Plans and documentation to the Consultant

Assumptions:

- The Consultant will incorporate applicable findings into the Pre-Assessment Analysis
- The findings from the SMAP receiving Water assessment and 2022 Surface water Comprehensive plans are sufficient to support this effort and it is anticipated that the results from the studies will only need to be refined to the sub-basin level.

Task 2.3 Meeting with City Stakeholders

The Consultant shall hold up to three (3) meetings with stakeholders, including, but not limited to representatives for City Public Works (Surface Water Management, Transportation and Maintenance), Parks and Community Services, and Community, Planning & Economic Development. The purpose of the stakeholder meetings is to receive feedback from stakeholders to confirm:

- Preferences towards BMP facility type
- Locations of planned city improvements that could potentially include regional stormwater facilities.
- Confirm areas with higher and lower redevelopment potential.
- Facilitate interagency discussion on regional stormwater facility opportunities.

City of Everett's Responsibilities

- The City will identify all stakeholders to be included in the stakeholder meetings.
- The City will schedule the stakeholder meetings.

Deliverables:

- Stakeholder meeting agenda and meeting minutes with actions/decisions identified.

Task 2.4: Develop Methodology and Metrics for Rating Regional Facilities

The Consultant will lead the development of the methodology for identifying regional facility sizing and locations that will be utilized in task 2.5. Additionally, the consultant will lead the development of the metrics for evaluating and rating regional facility options. The metrics will include facility cost, operations and maintenance, treatment efficiency, amount of area treated, and siting requirements, among others. The metrics will be used to develop an assessment matrix for use in task 3. Additionally, the following will be analyzed in developing the ranking metrics:

- Different water quality and flow control facility options
- Compare the cost between implementing site-specific BMPs and regional facilities.
- City priorities and the vision for stormwater
- Input received at the stakeholder meeting.

City of Everett's Responsibilities

- City will provide input on priorities and future vision for stormwater.
- City will provide available O&M costs.
- The City will review the Draft Assessment Methodology and Matrix.

Assumptions:

- Draft methodology, metrics and matrix format will be developed through input at biweekly City meetings and Stakeholder meetings.

- One Copy of the Draft Assessment methodology and matrix will be provided for City comments prior to finalizing and applying to site assessments.

Deliverables:

- Draft Assessment Methodology and Matrix for City comments.

Task 2.5: Approach Memorandum

Assessment Approach Memorandum. The Consultant shall draft a memorandum summarizing the water quality and flow control facilities for consideration based on the Pre-Assessment Analysis and the developed regional facility methodology.

City of Everett's Responsibilities

- Review Draft and Final Regional Facilities Report prior to submittal to Ecology.
- Upload Draft and Final Regional Facilities Report and files for Ecology review.
- City will provide input and review comments on the draft Report within the agreed upon schedule.

Assumptions:

- All cost associated with Land Acquisition will be based on Snohomish County Assessors.
- The City will provide as-builts and associated reports for existing facilities

Deliverables:

- Draft Assessment Approach Memorandum for City and Ecology review.
- Final Assessment Approach Memorandum with responses to City and Ecology

Task 3 – Regional Facility Selection

The purpose of this task is to evaluate, prioritize, and rank the regional facility location options. Utilizing the data collected in Task 2, the consultant will conduct a review of the available information and examine potential stormwater quality treatment and flow control regional facilities which will serve both existing and future developed areas. Alternatives will be prioritized to select up to five facilities for advancement to conceptual design. This task will include the following efforts:

Task 3.1: Conduct a data review.

The Consultant shall conduct a data review that will include a desktop Geotechnical review of surficial and deep infiltration capabilities, review of the Water Quality Atlas and Watershed Characterization Tool, and a review of current land use compared to possible rezoning and development due to projected population growth.

City of Everett's Responsibilities

- The City will provide available geotechnical data, regional zoning and growth trends,.
- The City will provide guidance on how the City has utilized the information for past studies.
- The City will provide available as-builts and associated reports for existing facilities.

Assumptions:

- No additional geotechnical site assessments will be completed for this project.

Deliverables:

- The Consultant will develop a log of all data sources reviewed and associated information to be incorporated into the Regional Facility Assessment Report.

Task 3.2: Conduct Outfall Catchment evaluations.

The Consultant shall evaluate each basin to identify potential sizing and siting of new regional facilities, utilizing available information. The feasibility of expanding existing facilities will be evaluated for consideration into the regional facility selection.

Assumptions:

- Facility options will be developed based on current BMP's and Emerging Technologies approved by Ecology.
- Catchment areas will be developed for each outfall and discharge point identifying the area draining to each outfall.
- Outfall catchment delineations will utilize existing City basins boundaries.
- Service areas will be developed for contributing areas to potential facilities per available basin delineations and GIS contour data.
- An initial review of catchment areas will be undertaken to identify basins that can be removed from further analysis due existing facilities meeting code or limited improvement to WQ due to basin size and associated land uses.
- Development of planning level sizing of new facilities will be performed to maximize treatment of untreated/undertreated surfaces.
- An existing water quality and flow control facility assessment will be performed to determine primary pollutant sources, based on GIS land use assumptions. Connectivity to impaired water bodies, and contributing areas that have existing flow control and water quality facilities will be evaluated.

- A review of the effectiveness of the existing facilities to meet current stormwater standards will be developed and analyzed for overall performance. A similar approach to the receiving water assessment process will be utilized.
- Basin flow control/WQ flows will be developed utilizing the Western Washington Hydrologic Model (WWHM) and sizing assumptions utilizing representative models based on impervious/total area. The modeling analysis will be utilized to understand basin flows and WQ volumes to target to support initial sizing assumptions.
- Conveyance capacity of proposed pipes and downstream connection pipe will be evaluated using Rational Method and Manning's flow-flow analysis for in basin sizing and WWHM for larger basins solutions.
- Treatment facility will provide a minimum Enhanced Treatment will be standard if feasible unless otherwise evaluated.

Deliverables:

- Proposed locations with reference maps will be included in the Regional Facilities Report.
- Outfall Catchment GIS data set
- Service area GIS data set
- Summary of primary pollutants and analysis of existing facilities effectiveness will be included in the Regional Facilities Report.

Task 3.3: Prioritize regional facility locations.

The Consultant will prioritize proposed facility location based on the criteria established in Task 2.4. The criteria are anticipated to include:

- Catchment size/treated area
- Areas containing potentially high pollutant generating sources.
- Connectivity to impaired water bodies.
- Unmitigated impervious surfaces.
- Opportunities for shared use facilities
- Opportunities for design objectives that can incorporate other City plan recommendations, such as the Parks PROS Plan, Surface Water Comprehensive Plan, and SMAP.

City of Everett's Responsibilities

- The City will select up to 10 sites to perform planning-level cost estimates.

- The City will review the cost estimates and provide comments for incorporation into the Final Facilities Report.

Assumptions:

- Priority locations will be reviewed for inclusion during biweekly meetings.
- A workshop will be held with City staff to review the basin evaluations and to select up to 10 facilities to provide planning level costs (Task 3.5).
- Regional facility fact sheets will be developed for prioritized facilities to support the ranking process in Task 3.4.

Deliverables:

- Proposed locations with reference maps will be included in the Regional Facilities Report.
- The consultant will produce Regional Facility fact sheets for 10 facilities.

Task 3.4: Regional facility ranking.

The Consultant and City will rank the regional facility options based on the metrics developed in Task 2.

City of Everett's Responsibilities

- The City will identify staff to participate in the ranking workshop.

Assumptions:

- A ranking workshop will be held with City staff to rank the basin evaluations.
- No additional metrics will be required from the Assessment Matrix developed under Task 2.

Deliverables:

- Priority ranking will be included in the Regional Facility Report.

Task 3.5: Planning-level cost estimates.

The Consultant will develop planning level 5 cost estimates for up to ten (10) potential regional facility options.

City of Everett's Responsibilities

- The City will select up to 10 sites to perform planning-level cost estimates.
- The City will review the cost estimates and provide comments for incorporation into the Final Facilities Report.

Assumptions:

- All cost associated with Land Acquisition will be based on Snohomish County Assessors.
- The cost estimates will be developed prior to the ranking workshop.
- Planning level 5 cost estimate is assumed to be an Order-of-magnitude Estimate and will utilize sizing factor cost ratios to develop the cost estimate.

Deliverables:

- Cost estimate of up to ten (10) potential regional facilities.
- Planning-level cost estimates will be included in the Regional Facility Report.

Task 3.6: Funding Options Assessment.

The purpose of this task is to assess funding options for the proposed regional facilities. The Consultant will investigate funding options for the regional facilities including, but not limited to, eligibility for grants and/or loans, new stormwater fees, public/private partnerships, fee in lieu of, and developer connection charges.

City of Everett's Responsibilities

1. City will provide input and review comments on the Draft Funding Analysis Memorandum within the agreed upon schedule.

Assumptions:

1. The City will provide current and proposed utility rate structure information.
2. The City will provide current and proposed Ordinances.
3. The Funding Analysis Memorandum will summarize the funding options for the regional facilities.

Deliverables:

- Draft and Final Funding Analysis Memorandum (PDF) to be included in Regional Facilities Report

Task 3.7: Regional Facilities Report.

The Consultant will prepare a Report for review by the City and Ecology. The report will meet the requirements of the water quality grant, document the basins evaluated, map the potential regional facilities sites, document the prioritization process utilized for the selection of up to five (5) alternatives for conceptual design, provide planning level 4 cost estimate, and detail the assessment of water quality benefit.

City of Everett's Responsibilities

- Review Regional Facilities Report prior to submittal to Ecology.
- Upload Regional Facilities Report and files for Ecology review.
- City will provide input and review comments on the draft Report within the agreed upon schedule.

Assumptions:

- Up to ten (10) regional facility planning level cost estimates will be developed.
- Five (5) proposed water quality facility location will be selected by the City for conceptual design development, preliminary cost opinions, and detailed assessment of water quality benefit.
- There will be one (1) comment review meeting after the draft Regional Facilities Report is reviewed by the City and Ecology.
- Planning level 4 cost estimate is assumed to be an intermediate estimate utilizing a 5-10% design and lumped quantity take-offs.

Deliverables:

- Draft Regional Facilities Report for City and Ecology review.
- Final Regional Facilities Report with a formal response to Ecology comments.

Task 4 –Develop Conceptual Design

The consultant will develop five (5) conceptual designs and cost estimates for prioritized regional facilities. A conceptual design report will be developed for approval by Ecology.

Task 5.1 Conceptual Design

The five (5) prioritized regional facilities from task 3.6 will be advanced into conceptual design to develop refined feasibility, facility sizing, planning level costs, and associated water quality benefits.

City of Everett's Responsibilities

1. Review and provide comments on the draft conceptual designs.

Assumptions:

- The conceptual project designs will be in accordance with the Stormwater Management Manual for Western Washington.
- The Conceptual designs will be based on available GIS information and will be developed in Bluebeam (PDF) exhibits with both in both plan and schematics.
- Cross-section views will also be provided.
- Site visits at each proposed (up to 5) facility will be performed for verification of contributing basin areas and evaluation of site conditions and potential design challenges not previously evident. The site visit at each site will take up to four hours.
- Hydrologic modeling for stormwater facilities sizing will be performed with the Western Washington Hydrologic Model (WWHM)
- Conveyance hydraulic constraints directly downstream of the facility will be estimated based on available field and GIS data.
- BMP alternatives for each facility recommendations will be based on refined site constraints.

Deliverables

- Draft conceptual designs for City review.
- Final designs with comments incorporated into the final report.

Task 5.2 Adaptive Management Plan

The Consultant will evaluate the existing basins to identify opportunities for adaptive management. The evaluation will focus on refining the proposed facilities based on current and anticipated redevelopment within the contributing basin, expansion opportunities and maintenance considerations.

City of Everett's Responsibilities

1. City will provide input and review comments on the draft Adaptive Management Plan within the agreed upon schedule.
2. Review Draft and Final Adaptive Management Plan prior to submittal to Ecology.
3. Upload the Draft and Final Adaptive Management Plan and files for Ecology review and approval.

Deliverables

- Draft Adaptive Management Plan for City and Ecology review.
- Final Adaptive Management Plan with a formal response to Ecology comments.

Task 5.3 Conceptual Design Report

The Consultant will develop a Conceptual Design Report and associated package for ECOLOGY review and acceptance.

City of Everett's Responsibilities

1. City will provide input and review comments on the draft and final Report within the agreed upon schedule.
2. Review Conceptual Design Report prior to submittal to Ecology.
3. Upload Conceptual Design Report and files for Ecology review.

Assumptions:

- Design figures will be reduced to 11x17 inches in size and be legible.
- The Report will include a summary for each Regional Facility (up to 5) and will include the following information:
 1. Sizing of Stormwater Features - Estimate size of regional facilities for treatment and flow control.
 2. The existing conditions and recommended conceptual design strategy for stormwater conveyance modifications, regional facilities, and shared spaces. Identify areas where the typical strategy will be modified to address physical site constraints.
 3. Identify subsurface variation with potential impacts to the site recommendations and provide a brief description of subsurface testing needed to complete the design.
 4. Design Exhibits - Concept level exhibits based available on GIS and aerial data of the design strategy in both plan and schematic cross-section views.
 5. Refine Cost Estimate – Refine the cost estimate to address any changes identified during the development of the conceptual design.

Deliverables

- Draft Conceptual Design Report for City and Ecology review.
- Final Conceptual Design Report with a formal response to Ecology comments.

Task 5 Regional Stormwater Facility Plan

The purpose of this task is to prepare a regional Stormwater Facility Plan meeting the requirements of EMC 14.28.070.

Task 5.1 Regional Facility Plan document

Prepare a document summarizing the purpose of the regional facility plan, how it was prepared and how it should be implemented. This can draw on the study, but needs to be the document

that establishes the regional facility program, so the focus should be more on current and future facilities and how they apply.

- Map and/or GIS layers which show the locations of regional stormwater facilities. This should serve as a key map of sorts for the individual facility templates in Task 5.2. Will need to be something City can update over time as we build additional facilities.
- Establish the process for applying credits to new development, as well as retroactive coverage.

City of Everett's Responsibilities

1. City will provide input and review comments on the draft and final Regional Facility Plan within the agreed upon schedule.

Assumptions:

- The facility plan will utilize the information developed in Regional Facilities Report.

Deliverables

- Draft and Final Regional Facility Plan

Task 5.2 Regional Facility Figures .

Prepare 1-2 page template summarizing the relevant information for a specific regional facility in a manner accessible to the public. The template should include:

- Facility location
- Catchment Area
- Facility Description
- Service area
- Type of mitigation credits provided (Enhance/ Basic WQ, flow control. new impervious/only replaced)
- Available mitigation credits
- Regional Stormwater Facility System Development Charge (aka price for credits)
- Maintenance Surcharge (ongoing maintenance charge assessed to the property)

City of Everett's Responsibilities

1. City will provide input and review comments on the Regional Facility Figure Template

Assumptions:

- Up to ten (10) figures for existing and in-progress regional facilities will be developed in coordination with City GIS staff.

Deliverables

- Draft and Final Regional Facility Figure Template
- Up to 10 Regional Facility Figures

Task 5.3 Payment in Lieu of Construction Program

Prepare recommendations for in-lieu-of-construction charge and maintenance surcharge calculation methodology based on review of other agencies' programs. (Tacoma, Redmond, others). Additionally, Develop a payment agreement template in accordance with EMC 14.28.070.

City of Everett's Responsibilities

1. City will provide input and review comments on the draft and final Technical Memorandum (TM) within the agreed upon schedule.
2. City will provide Osborn with documents and reports utilized to develop the existing Regional facility policy.

Assumptions:

- Osborn will work with City finance, legal and Public Works staff to develop the payment agreement template.

Deliverables

- Draft and Final Payment agreement template.

Task 6 – Optional Services

In the course of Tasks 1-5, the Consultant and City may identify additional topics that need analysis and/or additional deliverables. This task is to cover that additional work, only after written approval by the project manager.

City of Everett's Responsibilities

- Written request for support

Assumptions

- The allowance for this Task is up to \$40,000.
- The City PM must provide written approval prior to Consultant performing work under this Task. This written approval will include the agreed number of hours to be used on this Task for the specific work approval. There may be several approvals under this Task.

Deliverables

- As defined with City's written approval.

SCOPE OF WORK

Click or tap here to enter text.

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	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
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.

Osborn Consulting, Inc. - City of Everett Regional Stormwater Facility Assessment

Firm	OCI							Expense	Sub Mark-Up	Cost Estimate	Cost Estimate	
	PIC	PM/ Sr. PE	Project Engineer	Design Engineer	Tech Editor	Proj. Acct / Contract Mgr.	Hours Estimate					
Task 1: Project Administration/Grant Management												
Project Admin and coordination	2	70	40	0		8						
Progress Tracking and Reporting	0	30	16	0		24						
Total Hours	2	100	56	0		32	\$ -	\$ -	\$ 36,932	\$36,932		
Task 2: Pre-Assessment Analysis												
2.1 Compile available data	0	8	20	20		0						
2.2 Incorporate SMAP and Comp Plan data	2	16	30	48		0						
2.3 Meeting with City Stakeholders (3 meetings)	0	12	12	8		0						
2.4 Develop Metrics for Rating Regional Facilities	2	16	24	32		0						
2.5 Approach Memorandum (Draft/Final)	0	8	16	24	4	0						
Total Hours	4	60	102	132		0	\$ -	\$ -	\$ 49,048	\$49,048		
Task 3: Regional Facilities Selection												
3.1 Data Review	2	16	24	40		0						
3.2 Basin Evaluations	0	80	220	312		0						
3.3 Facility Location Prioritizations	0	30	60	60		0						
3.4 Facility Ranking	0	20	10	30		0						
3.5 Planning-Level Cost Estimate (up to 10)	0	20	36	50		0						
3.6 Funding Options Assessment	2	24	24	40	4	0						
3.7 Regional Facilities Report (Draft/Final)	4	20	48	80	8	0						
Total Hours	8	210	422	612	12	0	\$ -	\$ -	\$ 203,147	\$203,147		
Task 4: Develop Conceptual Design (up to five sites)												
4.1 Conceptual Design												
Contributing Area Delineation	0	8	16	20		0						
Facility Site Visit	0	10	20	20		0						
Hydrologic and Hydraulic Modeling	0	10	45	80		0						
BMP Alternatives Analysis	0	10	24	32		0						
Develop Conceptual Design Maps and Estimates	2	16	30	40		0						
4.2 Adaptive Management Plan (Draft/Final)	4	10	20	30	8	0						
4.3 Conceptual Design Memorandum (Draft/Final)	10	20	36	50	12	0						
Total Hours	16	84	191	272	20	0	\$ -	\$ -	\$ 98,162	\$98,162		
Task 5: Regional Stormwater Facility Plan												
5.1 Regional Facility Plan Document	2	24	40	60	6							
5.2 Regional Facility Figure Development	0	15	24	42								
5.3 Payment in Lieu of Construction Program	8	20	20	24								
Total Hours	10	59	84	126	6	0	\$ -	\$ -	\$ 49,366	\$49,366		
Task 6: Optional Services												
6.1 Optional Task (Upon City approval)									\$40,000			
Total Hours	0	0	0	0	0	0	\$ -	\$ -	\$ 40,000	\$40,000		
Grant Funded Tasks (1-4)										\$387,289		
Non-Grant Funded Task (5-6)										\$89,366		
Total Contract										\$476,655		

OSBORN CONSULTING, INC.

ALL-INCLUSIVE BILLING RATES – JUNE 1, 2023-MAY 31, 2024

Classification	2023 All-Inclusive Rate	Reimbursables	
Principal	\$ 282.00	Mileage	Current Federal Rate
Senior Engineer II	\$ 246.00	Parking/Tolls	At Cost
Senior Project Manager / QC	\$ 222.00	Reproductions	At Cost
Senior Engineer I	\$ 209.00	Shipping/Mailing	At Cost
Senior Landscape Architect	\$ 208.00		
Project Engineer II	\$ 189.00		
Design Technology Manager	\$ 186.00		
Senior Civil Designer	\$ 183.00		
Project Manager	\$ 180.00		
Systems Administrator	\$ 179.00		
Project Engineer I	\$ 178.00		
Project Landscape Architect II	\$ 163.00		
Engineer IV	\$ 165.00		
Senior Project Accountant	\$ 160.00		
Technical Editor	\$ 155.00		
Civil Tech III	\$ 152.00		
Engineer III	\$ 146.00		
Deputy Project Manager	\$ 145.00		
Project Landscape Architect I	\$ 142.00		
Engineer II	\$ 130.00		
Project Accountant	\$ 124.00		
Civil Tech II	\$ 125.00		
Engineer I	\$ 115.00		
Engineering Technician	\$ 115.00		
Civil Tech I	\$ 105.00		
Landscape Designer	\$ 110.00		
Administration	\$ 101.00		
Intern Engineer	\$ 95.00		

Annual Rate Adjustments

- Annual Rate adjustments will be limited to one adjustment event per firm, per calendar year.
- Increases to classification rates will be determined by Puget Sound area CPI
- Staff may be periodically moved into different classifications to reflect promotions or other role changes.











Osborn Consulting-Regional Stormwater Facility Study-PSA-EE-SD

Final Audit Report

2023-09-23


Created:	2023-09-21
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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