

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into as of date of last signature below, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and G&E Engineering, whose address is 6315 Swainland Rd. Oakland CA, 94611 , hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to perform a vulnerability assessment on the Everett water supply and distribution system for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - 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, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and 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 of Everett, belong to the City of Everett. 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 December 31, 2024.

4. **Compensation.**

A. The City shall pay the 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. The 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 types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the 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 the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of eighty eight thousand, six hundred and sixty Dollars (\$88,660).

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, the 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:

City of Everett
Attn.: Jennifer Bailey
3200 Cedar St.
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. 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, the 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 7 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 7 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 the 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 the 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 10, the 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. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 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) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 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, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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 the Service Provider pursuant to this Section 10. The provisions of this Section 10 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 following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the 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. Not Used/Stricken

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 the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her 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. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents 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 of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. 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. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, 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 the 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 the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The 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 the 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 the Service Provider and as to all duties, activities and requirements by the 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.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the 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 Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider’s work hereunder.

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 the 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 ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the 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 of Everett shall be sent to the following address:

City of Everett
Attn.: Jennifer Bailey
3200 Cedar St.
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

G&E Engineering
6315 Swainland Rd.
Oakland CA, 94611

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

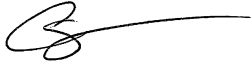
28. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

29. **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.

30. **Signature/Counterparts.** This Agreement 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. Execution of this Agreement by a party shall be legally valid and effective by (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format.

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

**CITY OF EVERETT,
WASHINGTON**



Cassie Franklin, Mayor

11/27/2023

Date

ATTEST:



Office of the City Clerk

Standard Document
Approved as to Form
Office of the City Attorney
11.15.22

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<i>Corporation</i>	<u>G&E Engineering</u>
<i>Limited Liability Company</i>	[Service Provider's Complete Legal Name]
<i>Partnership</i>	By: <u>John Eidinger</u>
	Signature
	Typed/Printed Name of Signer: John Eidinger _____
	Title of Signer: President _____
	Date: <u>11/24/2023</u>

<i>Sole Proprietorship</i>	_____
	[Typed/Printed Name]

	Signature
	Date: _____

Exhibit A

Scope of Work

Introduction

The City of Everett Public Works department has requested that G&E update the multi-hazard risk assessment that was performed in the 2011-2012 time frame, with the following high-level request:

Goal 1. Update the original risk assessment (primarily the ≥ 48 " transmission pipes and water treatment facilities in the Spada / Chaplain reservoirs to reflect the various mitigation / new infrastructure put in place in the decade since the time the original assessment was performed.

and

Goal 2. Perform a new risk assessment for the water distribution system (primarily 6" to 16" diameter distribution pipe and related storage tanks and reservoirs inside the City of Everett).

and

Document all findings in a report.

Work Plan

Task 0. Project Management

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

- Prepare monthly project status reports. Progress reports will identify budget status, progress status, activities of the previous month, and up-coming activities. These will be included with submittal of each invoice.
- Conduct calls between G&E's Project Manager (PM), and the City's PM to review project status, schedule, contract issues, and other project management related issues. These will be done one on an as needed basis, approximately four during the scope of work.

Task Assumptions

- PM meetings will be virtual with a duration of approximately 30 minutes.

Deliverable

- Monthly progress reports and invoices.

Task 1. Obtain and review data from City

The City will provide to G&E the following information (preferably all in electronic format):

- Current GIS (ArcGIS format, generally shapefiles or geodatabases) that includes all water system infrastructure.
- Drawings, reports, and related material for transmission system infrastructure that has been materially modified in the 2010 to 2023 time frame. Ideally, all in .pdf format.
- Reports prepared for the City that address: hazards, condition assessments of distribution reservoirs, tanks, pump stations. Ideally, all in .pdf format.
- Leak and repair history for water distribution pipes. Ideally, in Excel (.xls, .xlsx) or GIS (shape files) format.
- Current Capital Improvement Plan (5 to 10 years looking forward).

G&E's responsibility to verify the adequacy of any report, work product or service provided by COE or its agents or its consultants to Consultant is not included in the Work Plan. G&E cannot guarantee the accuracy of any reports provided by COE.

Transmission System Review: G&E previously evaluated the various supply transmission pipelines 2, 3, 4, and 5, Spada Reservoir, Chaplain Reservoir, Water Filtration Plant, Sultan River Diversion Facilities and the Jackson Hydroelectric Power Plant, WFP Water Transmission Lines including portals 1 through 6 and tunnels 1 through 3, Terminal Reservoirs 2 and 3. The intent of the current work is to review the changes made to these facilities in the last decade (or so) and assess how these changes update (improve) the reliability of these facilities for the various hazards considered. For items where no changes have been made, the previous evaluations will remain.

Distribution System Review: In its previous evaluation, G&E was directed to exclude the distribution system. Therefore, in the current effort, the Distribution system will be evaluated for the first time for the various hazards, primarily earthquake loading conditions.

The City of Everett (COE) Supply System includes:

- Reservoir 2 (since removed)
- Reservoir 3 (rectangular partially buried concrete tank)
- Panther Creek
- Three Lakes Valve
- Cavalleros PRV
- East/West Clearwells
- Transmission lines
- Tulalip Line

The City of Everett (COE) Distribution System includes:

- Reservoir 1 (West, East, twin at-grade tanks)
- Reservoir 6 (North, South, twin at-grade tanks)

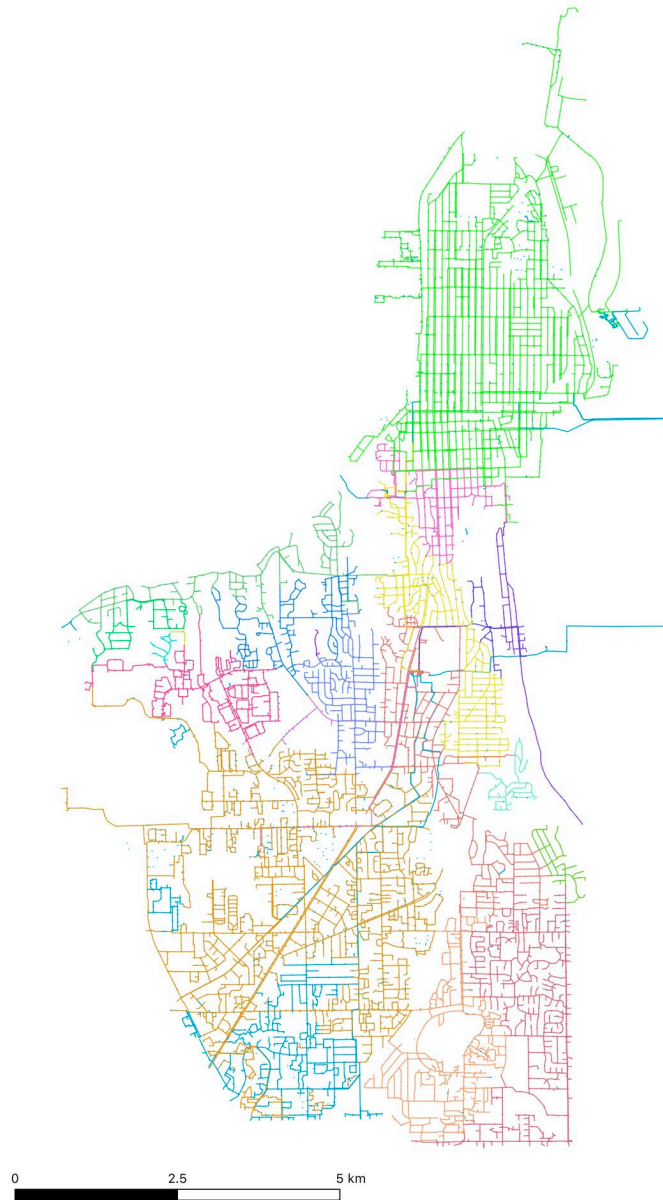
- Eastmont Tank (elevated steel tank)
- Olympic Tank (elevated steel tank)
- Casino Tank (elevated steel tank)
- Casino pump station
- Evergreen Pump Station

The COE distribution pipeline grid includes the following types of pipes

- Steel Pipe (common for larger diameter transmission within the city, as well as in the transmission system)
- Concrete Cylinder Pipe (CCP) (common for larger diameter transmission within the city)
- Cast Iron Pipe (common in older neighborhoods)
- Ductile Iron Pipe (common in newer neighborhoods)
- Asbestos Cement Pipe (one neighborhood)
- PE
- Limited amounts of other pipe materials

Items within the current scope include the COE facilities (all pipes). Reservoirs and tanks and pump stations needed to operate the system will be functionally considered; some of these facilities have had prior seismic evaluations (including Reservoirs 2, 3, 6), and for the present work, COE will provide copies of prior assessments, and G&E will use those findings as part of the overall current assessment.

G&E will perform new seismic assessments for the above-listed facilities (COE will select these: re-using existing assessments of facilities previously evaluated by others, or recently constructed), and all of the distribution pipe (see 2012-vintage map below, color coded by pressure zone). Seismic assessments will be made for every pipe segment, and summarized individually (database format), as well as by pressure zone as well as by the entire system as a whole.



The City will provide copies of clean water dives / corrosion / painting efforts for its reservoirs and tanks, in particular any prior recommendations that address leakage (and past repairs) for reservoir liners; and latest condition of the interiors of steel tanks (corrosion).

The assessment includes one day field inspection by Mr. Eidinger of water system facilities. The City will provide staff to visit and provide access to these sites. The site inspection will be performed after the drawings for these facilities have been reviewed. During this inspection, Mr. Eidinger will evaluate the style of installation, in particular seismic detailing. Mr. Eidinger may also perform non-destructive testing (steel plate thickness tests; rebar detection). If suitable, he will collect paint samples of older (pre-1980) steel tanks that are suspected of possibly using lead-based paint, for purpose of lead-based paint assessments. The cost and performance of lead-based paint assessments will be done by COE; if by G&E, the cost for such work will be identified and agreed upon before doing such work.

COE will provide to G&E copies of prior soils testing (in particular soil resistivity data). At some facility locations, COE may have previously conducted soils testing for seismic evaluations (such as geotechnical borings, CPTs, etc.). COE will provide G&E copies of those tests / reports.

After review, G&E will indicate to the City whether additional soil testing is suitable, and if so, that testing and assessment will be performed by an on-call COE contractor.

After review of the distribution pipe system data (GIS maps, leak history), G&E will recommend whether or not it is worthwhile to conduct a series of soil resistivity tests in the City of Everett. This would be done by an on-call COE contractor, likely using Wenner 4-point tests. The results of this testing will be the soil resistivity (Rho, measured in ohm-cm) at various locations throughout the City. Soils with high resistivity (Rho over 5,000 ohm-cm) are generally not aggressive to buried metal pipe (cast iron, steel, wrought iron, etc.). Soils with low resistivity (Rho under 1,500 ohm-cm) are especially aggressive to buried metal pipe. The concept here is that past pipe leak history may be correlated with soil resistivity; and that under earthquake conditions, the relative weakness of existing buried pipes will also be so-correlated.

Task 2. Hazard Assessment

The City wishes this Vulnerability Assessment to reflect all hazards, including earthquakes, volcanic eruption, tsunami, flood, landslide and other natural phenomena; as well as manmade hazards. For the current work, the characterization of these hazards will be set as the same as that previously established in the 2012 Vulnerability assessment, updated to reflect current (year 2023) information. It is considered that earthquakes will likely control the assessment and the bulk of the effort will be to consider earthquakes. The new information includes:

- Earthquake ground motions will be based on NGA13 ground motion prediction equations (GMPEs). These GMPE models were established in 2013.
- Updated tsunami inundation hazard assessment for the Puget Sound and Snohomish River if available
- New hazard information reports prepared by third parties for the City and shared with G&E.
- Liquefaction and landslide and fault offset (South Whidbey Island fault zone). We will re-use the approaches to quantify these hazards as previously used in the 2012 effort. Should refinement of these hazards be suitable for materially refining the findings of the present Vulnerability Assessment, we will provide a recommendation for possible local subsurface investigations. However, in order to minimize the cost for the present Vulnerability Assessment, the strategy is to re-use available information, and factor in the cost for local subsurface investigations as part of actual future mitigation work.

Task 3. Risk Assessment

Transmission System. We will update the risk assessment of the various transmission system facilities, to reflect the mitigation work conducted by the City in the past decade or so. For

portions of the transmission system which remain unaltered in the past decade or so, we will re-use the previous assessments.

Distribution System.

Tanks. We will assess the earthquake performance of each tank (selected for detailed evaluation) for performance in probabilistic (about 100-year and 500-year return period); and planning level scenario earthquakes (including South Whidbey Island M 7; Cascadia Subduction Zone M 9).

The probabilistic earthquakes will be based on code-type hazards and computations. The scenario earthquakes are most important for evaluating the system as a whole in earthquakes. Damage modes may include damage to attached pipes; damage / wrinkling to steel shells; water sloshing-induced damage.

Pump station. We will perform structural check as to the performance of the pump station building; as well as consider important equipment (pumps, motors, motor control centers, emergency back-up power).

Distribution Pipe. We will compute the potential for pipe damage in various scenario earthquake. Damage may include leaks or breaks in mains; damage to service laterals (up to the meter). We will use distribution pipe fragility models based on ALA (2001), additional relevant empirical pipe damage information in other earthquakes since then (notable Napa 2014; Christchurch 2011; Fortuna 2022; etc.), and, as suitable, reflect local soil resistivity. The results will be tabulated by style of pipe (steel, concrete cylinder, cast iron, asbestos cement, ductile iron, PVC, PE, etc.); and by pressure zone. Post-earthquake leak rates will be estimated. For scenario earthquakes, we will estimate the number of fire ignitions. Allowing for emergency response actions, we will tabulate how long water will be available for fire fighting; and how long it will take to repair damage and to restore the system to pre-earthquake performance.

Reservoirs 1, 2, 3 and 6. These reservoirs include various types of liner systems (including Hypalon bladders, etc.). Reservoir has since been removed from service. The seismic weaknesses may include damage to liner systems (and hence increased leak rates); damage to roof systems; damage to embankments; damage to inlet-outlet pipes. Depending on the style of construction and past evaluations, there may be some uncertainty as to the earthquake performance of embankments due to liquefaction / landslide; we will so note that, and recommend any additional optional geotechnical evaluations that may be suitable.

Task 4. System Performance, Capital Improvements, Benefit Cost, Draft Report

We will use the findings from Task 1, 2, 3 and evaluate the system, as a whole, version target Performance Goals. The prior Vulnerability Assessment (2012) provide target Goals, and these may have been updated / revised by the City in the interim. The Goals will be set for "probable" and "maximum" earthquake conditions as suitable.

We will assess the current system performance versus these Goals. We will develop 4 levels of possible Capital Improvement Plans (CIPs) (seismic mitigation of facilities; pipe replacement;

improved emergency response, planning-level cost estimates) and compare the water system assuming the improvements are implemented.

We will perform a Benefit Cost Analysis to quantify the merits of adopting any of the 4 levels of possible Capital Improvements.

We will document all findings in a draft Vulnerability Assessment report and submit it to the City. The draft report will fact into the prior 2012 transmission system report, and thus reflect the current system as a whole.

Task 5. Meeting, Review and Final Report.

Mr. Eidinger will meet with the City to discuss the draft Vulnerability Assessment report. This may be done in person (in Everett) or via a Teams (preferred) web-based meeting initiated by the City. The City may suggest different possible capital improvements, costs, goals, etc., with the objective of developing a capital program that is cost effective and fits within the City's planning and budgeting process.

Mr. Eidinger will review and update the draft report as final. Mr. Eidinger will submit the final report as well as supporting documentation. (electronic files). For budgeting purposes, we allow one revision cycle. Mr. Eidinger is a licensed Professional Engineer and Structural Engineer in California and will stamp the final report using that authority.

Optional. The SERA software may be provided to the City at no cost, at G&E's sole discretion, only if the City accepts the SERA license which has been provided under separate cover. If the City accepts the SERA software, then up to a 2-hour session will be conducted to demonstrate SERA and its usage; the cost of training is not included in Task 5. The SERA software would be provided at the completion of Task 5.

Exhibit B & C

Cost and Other Direct Expenses

Compensation shall not exceed the contract amount over the lifetime of the contract. Invoice rates must match rates defined within the contract for the given year.

Task	MH \$315	ODCs	Task Total MH	Task Total Cost
0 Project Management	16		16	\$5,040
1 Collect Data, Review				
Coordinate data collection	8			
Convert GIS data to SERA format	16			
Review reports	16			
Convert leak history	16			
Field assessment (1 or 2 days)	8	\$1,800	64	\$21,960
2 Hazards				
Quantify ground motions at facilities	8			
Quantity ground motions at pipes	8			
Quantify other hazards	8		24	\$7,560
3. Risk Assessment				
Transmission system	8			
Distribution Facilities	16			
Distribution pipes	16		40	\$12,600
4. Performance, Goals, CIP				
Quantify performance vs Goals (as is)	12			
Develop 4 CIPs and costs	8			
Quantify performance with 4 CIPs	8			
Benefit Cost Analysis	8			
Draft report	24		60	\$18,900
5. Meeting, Final Report				
Meeting preparation and attendance	16			
Final report	24		40	\$12,600
Additional Services*				\$10,000
Total	244	\$1,800	244	\$88,660

*The original contract will only approve tasks 0-5 listed within the scope of work. Effort associated with Additional Services will only be completed upon written request by the City's project manager. Should COE request work by G&E that is not identified in the scope of work, that work will be performed on a time and material basis as per G&E's rate schedule.

The estimated manhour (MH) breakdown by subtask is listed above. The other direct costs (ODCs) allow for travel-related costs for up to two days by Mr. Eidinger in Everett. G&E must request approval from the COE Project Manager for ODCs and reimbursable expenses should they be in excess of \$1,800.

G&E ENGINEERING SYSTEMS INC.
RATE SCHEDULE 2024
Effective through December 31, 2024

Engineering Rate Schedule (Regular and Overtime Hours)

Principal (Eidinger)	\$315.00
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Labor costs include salary, fringes, overhead, general and administrative, and profit. Labor costs are valid through December 31, 2024, and increase by 5% for the twelve months following, or the CPI index for calendar year 2024; upon notification before the year end. Rates for subsequent calendar years are subject to annual changes to reflect the CPI index for the prior 12 month period. Rate for expert testimony or deposition is \$630 per hour, and will not be charged without prior approval. Only the services of Mr. Eidinger are included.

Reimbursable Expenses

- a. Mileage standard IRS rate per mile
- b. Expenses of travel, subsistence and communications outside of the San Francisco Bay Area, in connection with the Project.
- c. Expense of the reproduction and messenger delivery of project work and other documents.
- d. Expense of outside services including sub-consultants, mock-ups, models, special drafting, display renderings, graphic art work, and photographic work at cost plus 10%.
- e. Expense of special supplies and materials. Color print media shall be charged at \$0.75 per sheet (A size) or \$1.50 per sheet (B size) or \$1.50 per square foot for large format sizes (D or E size). Large format (D or E size) black and white drawings shall be charged at \$1.00 per square foot.

Payment

Payment is due net 30 days.

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☒ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: G&E Engineering

Signature: John Eidinger

Printed Name: John Eidinger Title: President









G&E Engineering-2024 Evt Wtr Sys Vulnerability Assessment-PSA-JB-SD

Final Audit Report

2023-11-27

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Agreement completed.

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