



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	Environmental Science Associates
	2801 Alaskan Way, Suite 200 Seattle, WA 98121
	pxander@esassoc.com
City Project Manager	Julie DeDonato
	City of Everett -- SOJ 1109 First Avenue, Suite 330 Seattle, WA 98101
	julied@sojsea.com
Brief Summary of Scope of Work	SEPA consultant for stadium project
Completion Date	November 15, 2024
Maximum Compensation Amount	\$807,421

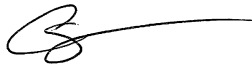
BASIC PROVISIONS	
Service Provider Insurance Contact Information	RLI Insurance Company
	Ali Smith
	619-788-5795 (50206)
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="padding-left: 40px;">Answer: Yes</p> <p>If Service Provider has 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**

ENVIRONMENTAL SCIENCE ASSOCIATES



Cassie Franklin, Mayor

Signature: _____



Name of Signer: Stacy Bumback

Signer's Email Address: sbumback@esassoc.com

Title of Signer: NW Regional Manager

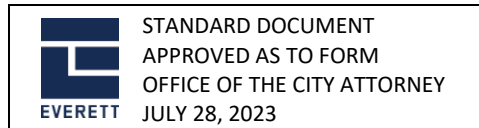
12/06/2023

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.21)

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 or in any amendment or task or work order pursuant 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. Any item in a budget or cost estimate labelled “contingency” is for services necessary in furtherance of the Work as specifically pre-authorized in writing by the City Project Manager. No payment from a “contingency” line item will be made by the City without such authorization from the City Project Manager.
 - 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.** To the extent of Service Provider's negligence, breach of this Agreement, or violation of law, or willful misconduct, and 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.

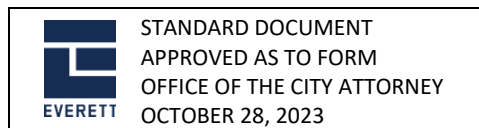
Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of 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. Amendments to this Agreement that change the Total Compensation Amount or the Completion Date or make substantial changes to the Work must be approved by the City Council and signed by the Mayor. Other amendments may be signed by Mayor.
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.071423.21)**



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

SCOPE OF WORK

Project Description

The City of Everett has selected ESA to assist with the City of Everett Baseball Stadium/Amphitheatre/Park Project (the Project). The Project involves the development and operation of a new outdoor multi-purpose facility that would include a new High-A Minor League baseball stadium that provides 2,800-3,200 fixed seats for baseball fans and that converts to an “amphitheater” to seat up to 5,000 persons, and development of an urban park. The City has identified two different locations in north Everett where the Project could be developed.

This scope of work describes the tasks and activities that ESA will undertake necessary to complete the State Environmental Policy Act (SEPA) environmental review process for the Project, and the assumptions and deliverables associated with each. The work will be conducted according to the terms of ESA's contract with the City of Everett that is executed. This scope of work also provides general assumptions, a draft budget, and a draft schedule for the overall work proposed.

General Assumptions

- The City of Everett Planning Department is the lead agency for SEPA and has full editorial discretion over the content of the Environmental Impact Statement (EIS).
- The ESA Team will prepare the EIS in conformance with SEPA requirements in City of Everett Code.
- Shiels Oblatz Johnsen (SOJ) will represent the City through the SEPA process.
- The Draft EIS (DEIS) will evaluate up to two (2) build or Action Alternatives, which will be developed to a conceptual level, approximately 10% design level and a No Action Alternative.
- The EIS will be a “limited scope” EIS with four elements of the environment (transportation, light & glare, noise, and cultural historical analyzed for the Alternatives. It is assumed that the City agrees to built-in mitigation as part of the project description for any potential significant impacts in all other disciplines, so they are reduced to a below significant level. If the scope is changed at the City's request following the scoping process, ESA will review and identify whether there are any necessary associated budget or schedule changes.
- The SOJ/City Team will provide detailed descriptions and graphical depictions of their proposal including operational characteristics (e.g., event size and frequencies, hours of



operation), physical design characteristics (e.g., loading/service delivery, lighting and signage, outdoor sound amplification), employment, and sustainability features.

- The No Action Alternative will describe the conditions at Funko Field with no AquaSox Baseball Team but with other baseball activities continuing.
- The City and SOJ will provide ESA with all previously prepared materials related to planning for the Project.
- Unless otherwise stated, all deliverables will be provided in electronic PDF format to the City's designated project manager (or designated, secured file-sharing location) who will be responsible for appropriate distribution.
- ESA has assumed one) version of internal review of the DEIS, and the FEIS followed by production of the final version, and one (1) round of internal review of other deliverables.
- The City will provide timely reviews of internal deliverables, in accordance with agreed-upon review schedules and stipulations. The City will consolidate comments from various individuals, departments, and parties involved in the internal review process and resolve any conflicting comments prior to asking ESA to address them.
- The estimated duration from Notice to Proceed to publication of the Final EIS (FEIS) is approximately 12 months. This timeframe may be adjusted as a detailed schedule is developed by ESA and approved by the City.
- The schedule is dependent on timely delivery of project information by the applicant, timely review of ESA Team materials by the applicant and the City, and other factors outside the control of the ESA Team.

Contract

This document constitutes the scope of work for the contract for preparing the EIS. The scope encompasses EIS scoping through preparation of the DEIS, consolidation of and responses to comments on the DEIS, through the completion of the FEIS.

Contract Change Management

Events outside the control of the ESA Team have the potential to change the established scope of work. ESA's project manager will monitor the contract scope, schedule, budget, and completion status. ESA will communicate promptly if changes in scope, budget, or schedule are anticipated or requested by the City. If a change in scope is necessary, the ESA Team and the City Team would jointly agree on strategies to address changes to the scope, budget, or schedule. ESA would prepare and submit a change request specifying the agreed-to changes to the scope, budget, and/or schedule to the City for amendment, as required in the contract agreement.



Tasks

Task 1 Project Management and Meetings

Task Objective:

This task's objective is to provide the overall management and coordination of all work under this scope, delivered pursuant to the confirmed project schedule and budget.

Subtask 1.1 Project Management Tasks

ESA's Project Management Team, Crescentia Brown (Project Director), Pamela Xander (Project Manager), and Emily Heim (Deputy Project Manager), will oversee all consultant team activities and coordinate with City staff to the extent necessary to implement the overall scope of work and meet the City's goals, which include certification of an environmental document in 2024. ESA's Principal-in-Charge (Brian Boxer) will provide strategic guidance.

Subconsultants on the ESA Team include Fehr and Peers (F&P) for transportation and Stantec for Light and Glare. In this scope of work, the "ESA Team" refers to ESA and its subconsultants. ESA can bring on additional subconsultants if there is a need as the project progresses. However, we believe our current group can provide additional services if needed including geotechnical services, increased public involvement, and architectural design services. The current scope of work assumes the following roles:

- Project Proponent – City of Everett
- Project Applicant – City of Everett
- City Representative – SOJ
- SEPA Lead Agency – City of Everett Planning Department
- SEPA Responsible Official – Yorik Stevens-Wajda

In this scope of work, the "City Team" refers to SOJ and any City personnel.

In light of the desired accelerated project schedule, this subtask assumes a high level of involvement by the ESA Team and the City Team to address project management issues in an expedited manner, including maintenance of the project schedule, regular ongoing coordination, internal coordination of the technical members of the ESA Team, guidance from the technical team, preparation of public presentations, review and revision based on City comments, Quality Assurance & Quality Control (QA/QC), and other related tasks.

ESA will prepare and submit monthly invoices and progress reports, which will include subcontractor progress reports and invoices. The progress report will include a summary of work conducted and a status report on the overall progress.



Deliverables:

- Ongoing project quality assurance, schedule and budget management, and project communications.
- Monthly invoices and progress reports.

Assumptions:

- Length of contract is 12 months or less.
- ESA will begin this task within 2 weeks of notice to proceed.

Subtask 1.2 Project Coordination Meetings

This subtask includes regular virtual project coordination meetings/conference calls between the ESA Team and the City Team. It is anticipated that these meetings will be attended by ESA's Project Manager, and as needed, by the ESA Project Director and/or Deputy Project Manager to track project progress and address issues as they arise. ESA's Principal-in-Charge will be available to the City on an as-needed basis.

- Bi-weekly Project Meetings with City Team - ESA's project manager (and up to 1 other ESA Team staff) will attend 30-minute bi-weekly meetings with the City's SEPA Project Manager and City Team (including City legal counsel) as needed to coordinate on information sharing and project status. For budgeting purposes, the total number of 30-minute bi-weekly meetings over the 12-month period is assumed to be 24, although the frequency, ESA Team staff, and duration of the meetings will vary depending on the work phase or specific need. It is assumed that these bi-weekly meetings will be held on Teams/Zoom. If the City Team prefers some in-person meetings, the ESA Team can accommodate that in accordance with adjustments in the available budget.
- Internal ESA Team Project Meetings – Periodically, the ESA Team will need to meet internally to ensure that all staff are on schedule and are consistently informed of any changes relevant to their required analysis or documentation. The scope and budget allows for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Deliverables:

- Summaries documenting decisions and key actions only if required for the SEPA Administrative record.

Assumptions:

- Bi-weekly meetings with the City Team meetings will be held depending on need and are assumed to be virtual.



Subtask 1.2.1 Kick-off Meeting

The ESA Team will host a virtual project kick-off meeting for no more than two-hours with the City Team to review overarching project objectives, organization, communication protocols, document retention and distribution protocol, project schedule, as well as determine available information from the City Team. This is important to make sure that all team members are able to receive the same information and ask questions before they begin their work.

Deliverables:

- Project Kick-off meeting agenda
- Designate Data sharing protocol
- Near-term tasks and information needs schedule.
- Project Description confirmation
- Alternatives confirmation
- Running list of follow-up items

Assumptions:

- Up to 6 selected ESA Team members will attend the kick-off meeting.
- City Team will select their attendees to attend the meeting.
- The meeting will be held on Teams/Zoom and last no longer than 2 hours.

Subtask 1.3 Technical Meetings and Site Visit

The ESA Team will require internal technical meetings between subject matter experts where their analyses overlap. The scope and budget allow for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Subject matter experts will need to make a site visit to gather data and other information relevant to their documentation for the EIS. It is assumed that the site visits would last no more than 4-6 hours. The majority of the ESA Team will be able to drive from the general Seattle vicinity to Everett directly.

Deliverables:

- Updates to the Subtask 1.2.1 Running list of follow-up items, if needed.

Assumptions:

- The technical meetings will be held on Teams/Zoom and last no longer than 30-minutes
- The site visits will last no more than 4-6 hours depending on the subject matter expert.

Task 2 Scoping

Task Objective:

The objective of this task is to complete all of the required EIS scoping work as per SEPA Rules in Washington Administrative Code (WAC) 197-11-408 as stated below:

Scoping.

(1) The lead agency shall narrow the scope of every EIS to the probable significant adverse impacts and reasonable alternatives, including mitigation measures. For example, if there are only two or three significant impacts or alternatives, the EIS shall be focused on those.

(2) To ensure that every EIS is concise and addresses the significant environmental issues, the lead agency shall:

(a) Invite agency, affected tribes, and public comment on the DS (WAC [197-11-360](#)).

(i) If the agency requires written comments, agencies, affected tribes and the public shall be allowed twenty-one days from the date of issuance of the DS in which to comment, unless expanded scoping is used.

(iii) The date of issuance for a DS is the date it is sent to the department of ecology and other agencies with jurisdiction, and is publicly available.

(b) Identify reasonable alternatives and probable significant adverse environmental impacts.

(c) Eliminate from detailed study those impacts that are not significant.

(d) Work with other agencies to identify and integrate environmental studies required for other government approvals with the EIS, where feasible.

(3) Agencies, affected tribes, and the public should comment promptly and as specifically as permitted by the details available on the proposal.

(4) Meetings or scoping documents, including notices that the scope has been revised, may be used but are not required. The lead agency shall integrate the scoping process with its existing planning and decision-making process in order to avoid duplication and delay.

(5) The lead agency shall revise the scope of an EIS if substantial changes are made later in the proposal, or if significant new circumstances or information arise that bear on the proposal and its significant impacts.

(6) DEISs shall be prepared according to the scope decided upon by the lead agency in its scoping process.

(7) EIS preparation may begin during scoping.

Subtask 2.1 Project Description Development

Establishing the project description at the beginning of the project is crucial to being able to begin the EIS process and issue the appropriate SEPA threshold determination. The project description should be developed in enough detail that the public is able to reasonably consider the proposal, raise questions, and become educated about the goals and objectives of the Project.

A project description is also needed for subject matter experts to begin their analyses of the Alternatives. Even if not all of the project design and specifications are complete, the ESA Team will work with the City Team to produce the appropriate ranges and estimates for information that is still forthcoming.



It is important to understand that once the analysis by the subject matter experts has begun, there should be no substantive revisions to the project description or there is a risk that the technical reports will need to begin again which will impact scope, budget, and schedule.

Deliverables:

- Draft Project Description
- Final Project Description

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The project description will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA and will not change after the initial confirmation.

Subtask 2.2 Project Alternative Development

The EIS must evaluate reasonable alternatives that could feasibly attain the proposal's objective and are within a jurisdictional agency's authority to control. The City has requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. The City requested the following Alternatives:

- No Action Alternative
- Action Alternatives:
 - Alternative 1: Funko Field
 - Alternative 2: Smith & Wall

After Scoping is complete, ESA will consult with the City Team to determine if the Alternatives need to be revised or refined.

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- The EIS should include a discussion of the "affected environment" for each of the alternatives (WAC 197-11-440 (6) and WAC 197-11-430 (2)(e)). The elements of the built and natural environment to be discussed are listed in WAC 197-11-444.
- There will be no more than two (2) Action Alternatives and a No Action Alternative.
- Alternatives to be evaluated in the DEIS will be refined based on scoping comments.
- One (1) round of City Team review.
- City consolidates all City staff comments prior to submitting to ESA.
- The Alternatives will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA.



- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 2.3 Issuance of Determination of Significance (DS) and Notice of Scoping

Upon completion of the project description and initial description of the Alternatives, the City SEPA Responsible Official may issue a SEPA threshold determination. It is assumed that the threshold determination will be a Determination of Significance as per WAC 197-11-736 as stated below:

Determination of significance (DS).

"Determination of significance" (DS) means the written decision by the responsible official of the lead agency that a proposal is likely to have a significant adverse environmental impact, and therefore an EIS is required (WAC [197-11-310](#) and [197-11-360](#)). The DS form is in WAC [197-11-980](#) and must be used substantially in that form.

The ESA Team will provide a draft DS and Notice of Scoping form for the City Team to review. The final version for the City to sign and issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft DS and Notice of Scoping
- Final DS and Notice of Scoping

Assumptions:

- The SEPA Responsible Official will issue a DS.
- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City staff comments prior to submitting to ESA.

Subtask 2.4 Scoping Comment Management

The City Team will collect all scoping comments and provide those comments to the ESA Team to produce the Scoping Summary Report.

Assumptions:

- The City will compile Scoping comments received via email and hard copy (received at the public meeting and mail).
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- No more than 50 comments from individuals or agencies will be received during Scoping. Additional comments may require a change to the scope and budget.



Subtask 2.5 Scoping Summary Report

Following completion of the Scoping process and receipt of all scoping comments from the City, the ESA Team will develop a Scoping Summary report for the City Team to review. The Scoping Summary report will identify major themes and describe how those identified issues will be addressed in the DEIS. The Scoping Summary report will also identify comments that are outside the scope of DEIS. This is an important part of the overall SEPA Administrative Record and will be attached as an appendix to the DEIS. The City may also choose to post it to their project website as a transparent way for the public to see that their comments were received and considered.

Deliverables:

- Draft Scoping Summary Report (electronic format only)
- Final Scoping Summary Report (electronic format only)

Assumptions:

- One (1) round of City Team review
- The City will consolidate City comments prior to submitting to ESA.

Task 3 Public Outreach and Engagement

Task Objective:

Public outreach and engagement on the EIS will be led by the City with support from the ESA Team. ESA will support the City Team by providing draft written content for outreach materials, reviewing outreach materials, as well as facilitation and attendance at one virtual public meeting for the scoping comment period and one virtual meeting for the DEIS comment period. ESA will provide materials outlined below for use in materials, public meetings, and the EIS, as requested by the City Team.

Subtask 3.1 Public Outreach Materials

ESA will develop draft and final written outreach content for materials for public noticing consistent with the Everett Municipal Code, including posting notice, mailer/postcard to SEPA mailing list, website content, notice for official City newspaper, and PowerPoint presentation (1 draft, 1 final). The ESA Team will be responsible for producing the following materials for one virtual scoping meeting and one virtual DEIS meetings:

- Posting notice (signage)- Per EMC Section 15.02.110, a site-specific proposal requires posting notice in two places on or near the subject property. The ESA Team will prepare content that follows specification in 15.02.110(A)(3). The City will order and pay for the appropriate size and number of signs and post them at the appropriate site locations.
- Mailer/postcard for City to distribute to their SEPA mailing list – high-level overview of the proposal, scoping/DEIS meeting details, and how to comment. City Website page content - high-level overview of the proposal, SEPA process, schedule, scoping/DEIS meeting



details, and how to comment. The ESA Team will provide input to the City website for the following milestones, in addition to up to six (6) other updates as necessary:

1. DS and Scoping Notice (start of 21-day comment period)
2. Scoping Completion
3. Scoping Summary Report
4. DEIS Issuance and Notice of Availability (start of 30-day comment period)
5. DEIS Comment Period Completion
6. FEIS Issuance

Deliverables:

- Draft Public Outreach Materials
- Final Public Outreach Materials

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- ESA team will provide written content for outreach materials and for graphically laying out materials and providing/creating any needed images and graphics up to the number of hours in the budget. The City may need to provide additional support if the budget is met.

Subtask 3.2 Scoping Meeting and DEIS Meeting

The ESA Team will support the City-led public outreach for the two (2) public comment periods: Scoping and DEIS. For each public comment period there will be one (1) virtual public meeting that will be held on a virtual meeting platform, such as Zoom. ESA will provide up to two (2) staff to facilitate and attend both the virtual Scoping and DEIS meetings.

Note that if the City decides to have a court reporter present at the meeting to provide a transcript for the public record, the ESA Team can assist in providing firms that can provide that service and the City can pay directly. A court reporter may alternatively transcribe from public meeting recordings provided by the City.

Deliverables:

- One (1) Virtual Scoping Meeting
- One (1) Virtual DEIS Comment Meeting
- The ESA Team will facilitate and attend one (1) virtual scoping public meeting and one (1) virtual DEIS public meeting. ESA will provide up to four (4) staff to facilitate and attend.
- The City will be responsible for advertising the meetings over and above the SEPA requirements.
- The City will be responsible for collaborating with ESA to schedule mutually agreeable times for the meetings.

Assumptions

- City will set up virtual meeting links for both meetings and handle meeting logistics such as registration page.
- The City will provide the SEPA mailing list and neighborhood leader mailing list (per EMC 15.02.130 B).
- The City will distribute outreach materials, including printing and delivery of mailings, uploading content to website, printing and posting on-site notices, coordinating, and submitting notice in official City newspaper and Ecology SEPA Register.
- ESA staff will facilitate and attend the virtual Scoping meeting and DEIS meeting. The City Team will attend and provide technical support for both meetings.
- ESA will set up the virtual public meeting link and provide up to one (1) practice session with the City prior to each meeting.
- The City will provide project description, graphics, and related materials that will be used to describe the Project for outreach materials and during public meetings.
- PowerPoint presentation – the City Team will lead the preparation of an 8-12 minute PPT describing the proposal, SEPA process, alternatives, schedule, and how to comment. The ESA Team will provide PPT support and support one practice session with the City Team prior to each virtual meeting.
- The City will issue the Determination of Significance and Notice of for Scoping for the Scoping process to begin, and the City will issue the Notice of Availability and Requests for Comments for the DEIS, with input from ESA.
- Scoping comment period will be twenty-one (21) days and the DEIS comment period will be thirty (30) days.
- City staff will take notes at the virtual scoping and DEIS public meetings and provide meeting summaries to the ESA Team if a court reporter is not contracted. These notes will be used in the scoping summary and in the response to comments chapter in the FEIS.
- The virtual meetings may be recorded and made part of the public record and provided on the City website project page if requested.
- All materials created for scoping are expected to be updated for the DEIS phase.
- Assumes one (1) round of City review for materials during each phase.
- All comments will be consolidated by the City prior to submittal to ESA.

Task 4 Draft Environmental Impact Statement (Draft EIS)

Task Objective:

The ESA Team, including subject matter experts, will begin to prepare the DEIS that will be issued to the public for review and comment as soon as possible in the process – even while the Scoping process is still in progress.

Subtask 4.1 Style Sheet

The ESA Team will prepare a simple style sheet of guidelines to facilitate consistent terminology throughout all reports prepared under this contract and to streamline the editorial process. The style sheet will be distributed to the City Team for review and comment. Once agreed upon, the style guidelines will not change substantially during the production of the EIS and will be used by the ESA Team while preparing their documentation.

Deliverables:

- Draft Style sheet (electronic format only)
- Final Style sheet (electronic format only)

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.

Subtask 4.2 Administrative Record

The ESA Team will establish and maintain all necessary documentation and information needed for the SEPA administrative record. This will provide the foundation for SEPA due diligence and meeting legal requirements.

Subtask 4.3 Data Collection

The ESA Team will prepare a list of data that the subject matter experts will require to prepare their documentation. This data list will be shared with the City Team, and a checklist format will be used to determine who is responsible for gathering data, by what date, and in what format. The City will be responsible for collecting the data to give to the ESA Team.

Subtask 4.4 Methodologies and Thresholds of Significance

ESA subject matter experts will each develop their methodologies and thresholds of significance to be used to write their particular Chapter sections on Affected Environment, Impact Analysis, and Mitigation Measures.

The methodology may vary by discipline and may include study area, data sources and evaluation methods, including any computer models to be used. Methodology may also include a literature review, desktop research, site visits, data collection, and other reasonable and objective measures. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate methodology. The City SEPA Responsible Official will provide one round of review of the materials.

ESA subject matter experts will each develop their thresholds of significance to use in their impact analysis for their particular chapter of the EIS. These thresholds will allow them to make conclusive statements of potential significant adverse impacts to the environment. The significant thresholds



will be based on best available information and provide for objectivity. They will also be able to provide for potential mitigation measures that may reduce those impacts to below significant levels. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate thresholds. The City SEPA Responsible Official will provide one round of review of the materials.

Subtask 4.5 Cumulative Impacts Project List

ESA will develop a preliminary cumulative project list in consultation with the City. The list will be compiled following Task 3 Scoping and updated as needed prior to completion of the preliminary Final EIS. The City Team will confirm the list is complete.

Deliverables:

- Draft Cumulative Impacts Project List
- Final Cumulative Impacts Project List

Assumptions:

- The City will provide input regarding anticipated projects.
- One (1) round of City Team review
- City will consolidate City comments prior to submitting to ESA.

Subtask 4.6 Description of Alternatives for DEIS

Following the Scoping comment period, the City will confirm and finalize the Alternatives to be analyzed by the subject matter experts in the Draft EIS. The City initially requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. In addition, the description of the No Action Alternative will need to be confirmed. The ESA Team will work with the City Team to determine the final selection and description of Alternatives for the DEIS.

The SEPA EIS will present an equal level of analysis for each Alternative since the City considers each of the Alternatives to be equally eligible for development of the Project. The City does not intend to select a Preferred Alternative in the FEIS.

Chapter 1 of the DEIS will introduce the Project and the City's objectives for the Project. The Project objectives currently include the construction of a baseball stadium that can also serve as an amphitheater venue for other entertainment, and development of an urban park. Chapter 2 of the DEIS will provide the Description of the Alternatives. Chapters 1 and 2 of the DEIS will provide the following information:

- Project Objectives
- Description of a No Action Alternative
- Description of Action Alternatives
 - Alternative 1: Funko Field



- Alternative 2: Smith & Wall

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- There will be no more than two (2) Action Alternatives and one (1) No Action Alternative.
- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The Alternatives will be finalized within two (2) weeks of completion of the Scoping Comment period.
- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 4.7 Notice of Availability of DEIS

Upon completion of the Draft EIS, the City SEPA Responsible official will issue the Notice of Availability of the DEIS as per WAC 197-11-455 and WAC 197-11-510. The ESA Team will provide the draft Notice of Availability of DEIS for the City Team to review. The final version will be provided to the City for signature for the City to issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft Notice of Availability of DEIS
- Final Notice of Availability of DEIS

Assumptions:

- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City comments prior to submitting to ESA.

Subtask 4.8 Technical Analyses

The ESA Team will start preparing the affected environment sections prior to completion of Scoping, although Scoping could modify the range of alternatives and the scope of the analysis to be provided. Additional publicly available information will be used to characterize the potentially affected area. It is understood that the DEIS analysis may need to change slightly based upon information received during Scoping and potential updated design information.

Impacts from construction and operation of the Alternatives will be fully analyzed for up to four elements of the environment. It is assumed that the City Team will make a reasoned judgment on whether the impacts of the Alternative on each element of the environment may have a potential



significant adverse impact and whether they should be included in the analysis. This does not refer to a detailed analysis, but rather would be similar to what one would complete for an environmental checklist for the project. The purpose is to memorialize why some elements of the environment need not be discussed in the EIS (because they are determined to have a potential significant adverse environmental impact that cannot be mitigated) (WAC 197-11-440 (6)(a)). There are currently four elements that have been preliminarily selected to focus on: Transportation, Noise, Light & Glare, and Cultural Resources. The technical analysis will be incorporated into a Preliminary Draft of the DEIS. This Preliminary DEIS (PDEIS) will include one (1) review cycle (PDEIS_v1 and a final version).

The DEIS will include the following environmental elements:

4.8.1 Transportation / Traffic

F&P, as a subconsultant to ESA, will complete the transportation analysis needed to inform the Transportation chapter of the DEIS. The following section details the tasks for transportation analysis and documentation.

Study Locations & Scenarios

F&P will analyze the effects of up to three (3) alternatives (No Action and two Action Alternatives) on the transportation system. Based on the location of each of the alternatives, F&P will coordinate with City staff to determine the appropriate study area boundaries and intersections. It is assumed that up to 15 intersections will be analyzed under each of the alternatives and that the same 15 intersections will be analyzed for the No Action and Action Alternative located at Funko Field.

F&P will use schedule data for events at the existing Funko Field and venues that host concerts similar to those expected to utilize the planned stadium, to determine the appropriate time period for analysis. It is expected that the transportation analysis will be completed for the time period during which event traffic would overlap with peak travel times on the surrounding roadway network (i.e., weekday pre-event peak hour).

F&P will prepare a memo documenting recommendations for study locations and scenarios for review by the City prior to beginning data collection and additional analysis.

Existing Transportation Conditions

F&P will analyze the roadway (including general purpose traffic and freight effects), transit, bicycle, and pedestrian networks, and transportation safety. A detailed evaluation of parking supply will also be performed for the area surrounding each of the proposed locations. These analyses will reference (and use data if applicable) information documented in the City's existing Transportation Element and data being compiled for the City's ongoing Transportation Element update.

As necessary, traffic volume counts will be collected at study intersections in January or February 2024. It is assumed that, when possible, recently collected traffic counts (counts collected in 2022 or 2023) will be utilized.

As part of Existing Conditions, F&P will analyze the following:

- **Intersection Operations:** F&P will evaluate intersection delay and level of service (LOS) at all study intersections during the time period identified for analysis. The analysis will be completed using Highway Capacity Manual (HCM) 6th Edition methodologies and the Synchro software package to complete the analysis.
- **Transit Operations:** F&P will perform analyses and prepare exhibits that document the following for transit service in the area, utilizing data available from Community Transit, Everett Transit, and Sound Transit:
 - Routes including stops/stations/terminals
 - Hours and days of operation
 - Headways
 - Walk distance from nearest stop to alternative location
- **Bicycle Facilities:** F&P will prepare an exhibit that illustrates existing bicycle facilities in the study area, including on-street bicycle lanes and off-street paths. As part of intersection traffic counts, bicyclist activity will also be collected and documented.
- **Pedestrian Facilities:** F&P will prepare an exhibit that illustrates existing sidewalks and crosswalks in the project vicinity. As part of intersection traffic counts, pedestrian activity will also be collected and will be documented.
- **Other Travel Modes:** F&P will describe other prevailing travel modes in the study area including the presence of Transportation Network Companies (TNCs), taxis, car sharing services, bikeshare, etc.
- **Goods/Freight Movement:** F&P will document existing heavy vehicle percentages along major roadways within the study area based on data provided by Everett and/or traffic counts. An exhibit will be prepared to display existing truck routes based on the City's Transportation Element.
- **Transportation Safety** F&P will identify high frequency collision intersections focusing on collisions that resulted in fatal or serious injuries. The analysis will be conducted using collision data from the last three (3) years, which F&P will request from the Washington State Department of Transportation (WSDOT).
- **Existing Parking Supply:** F&P will prepare exhibits that document the existing on-street and off-street parking supply in the area surrounding each of the potential sites. It is expected that this will rely on data available from the City regarding the location of on-street and off-street parking.
- **Existing Conditions Memorandum:** F&P will prepare a Technical Memorandum documenting existing transportation conditions which will be provided to the City for one (1) round of review

and comments. F&P will make one (1) round of updates and incorporate City comments for inclusion in the transportation chapter of the DEIS.

Identify Planned Transportation Improvements

F&P will compile a list of planned transportation improvements within the study area, including ST3 light rail expansion and other projects that could influence travel in the study area. F&P will prepare a table and map of planned transportation improvements showing funding commitments and timing. This information will be used in the following task.

Prepare Background Travel Demand Forecasts

F&P will prepare traffic forecasts that represent 2044 conditions for all study locations. To develop these forecasts, F&P will utilize PSRC's Soundcast travel demand model. Updates to the model will include planned infrastructure improvements expected to be in place by 2044 and land use updates to reflect the City's preferred land use alternative for the ongoing Comprehensive Plan update.

Transportation Demands

Under this task, F&P will develop estimates for trip generation, proposed trip distribution and trip assignment for each of the alternatives.

Trip Generation

F&P will collect and evaluate the following data, if available, to assist in determine the mode split for the proposed stadium:

- Review of any available studies of attendee travel behavior characteristics at sporting events and concerts at similar sized venues in the Puget Sound region
- Review of empirical mode split data from comparable Minor League stadiums as available
- Any proposed project activities to accommodate attendees (e.g., shuttles) will be considered in this evaluation
- Supply-side review of available parking supply to identify maximum attendee usage for these modes

The project's pre-event and post-event peak hour trip generation will be calculated in terms of both person trips and vehicle trips. It will be estimated based on the following data sources:

1. Vehicle trip arrival and departure percentages (by hour) and average vehicle occupancy (AVO) from other entertainment venues in the Puget Sound region (or from comparable facilities in other regions).
2. Number of event attendees and employees.

Trip Distribution

F&P will purchase Big Data for a time period corresponding to a recent AquaSox home game, specifically trip origins and destinations for attendees based on anonymous attendee cell phone and GPS data to determine the anticipated distribution of vehicle trips generated by the proposed project.

It is not anticipated that trip distribution will differ for the two Action Alternatives; however, if it is determined that one of the action alternative locations would provide better access to reliable transit service, adjustments to vehicle trip generation may be considered.

Trip Assignment

It is expected that a separate trip assignment will need to be developed for each of the two Action Alternatives. Route choice can be particularly challenging to accurately estimate because it can depend on the presence of changeable message signs, mobile app wayfinding guidance, parking location, and overall familiarity with the area.

F&P's preferred method for tracking and assigning vehicle trips through the roadway network is to use the Soundcast travel demand model. For inbound trips, trip origins would be based on cell phone data, which would be translated into specific traffic analysis zones (TAZs). The destination of those trips would be specific parking garages/lots, on-street parking areas, and passenger loading zones. Outbound trips would be modeled in a similar manner. It may be necessary to adjust the model's assignment parameters to more accurately reflect the relative travel time of one route versus another, street closures, and the effects of wayfinding mobile apps.

These findings will be documented in a technical memorandum for review and approval by the City prior to additional analysis using this information.

Multi-Modal Impact Analysis & Mitigation

F&P will complete a multimodal analysis for the No Action and up to two Action Alternatives. This analysis will include:

- Intersection LOS analysis for the selected time period.
- Evaluation of the transit system's ability to accommodate project transit riders, access to transit, and any adverse effects on transit system operations, such as on-time performance and travel time reliability.
- Evaluation of the bicycle network from the perspective of adequate facilities, comfort for riders, and adverse effects of the proposed project on existing or planned bicycle facilities.
- Evaluation of the pedestrian network for gaps in sidewalk connectivity, increased conflicts between pedestrians and other modes of travel, and adverse effects of the proposed project on existing or planned pedestrian facilities.
- Evaluation of goods/freight movement for potential impacts to existing and planned goods/freight movement facilities, including truck routes.



- Evaluation of the project's impact on parking supply and demand in the area surrounding each potential site.

F&P will review site access and circulation for each project alternative in the immediate project vicinity including parking garage ingress/egress, drop-off/pick-up areas for TNCs, paratransit, and taxis, bus loading, premium parking entry/exits, wayfinding, and truck loading/staging.

F&P will evaluate construction activities for each project alternative. The level of analysis will depend on the degree of specificity to be provided regarding construction activities (duration of construction, hours of operations, number/routing of trucks, number of employees, parking for employees, staging of equipment, street/sidewalk closures, etc.).

F&P will work with the City and ESA to develop significance thresholds for significant impacts for each technical topic area described above. Mitigation measures will be recommended for significant impacts. In addition, any secondary or cumulative impacts will also be identified, and any significant unavoidable adverse impacts will be identified.

DEIS

F&P will prepare the transportation section of the DEIS. The section will describe and analyze the affected environment, alternatives under consideration, comparative impacts by alternative, potential mitigation measures, and significant unavoidable adverse impacts for Transportation. It will include a technical appendix that contains all analyses, interim memos, and other data relied upon in the analysis. It is anticipated that up to three (3) versions of the transportation section will be submitted based on comments provided by the project team after each submittal.

FEIS Comment Responses and Chapter Revisions

This task includes time for F&P staff to review DEIS comment letters and draft responses to transportation-related comments. Potential topic areas likely to be addressed may include roadway system analysis, parking, safety, transit capacity, neighborhood traffic intrusion, bicycle/pedestrian facilities, curb space usage, mitigation measures, etc. F&P will coordinate with ESA regarding specific approaches for preparing written responses including the use of common responses and consistency of wording of responses. This task also includes other required text edits to the FEIS Transportation chapter that may arise from comments or FEIS analysis.

F & P will conduct the detailed transportation analyses and use this information to write the transportation sections of the draft and Final EIS, in accordance with the Scope of Work approved by the City Team. The evaluations will be summarized in the DEIS, with the full evaluation included in a technical appendix.

4.8.2 Noise

ESA expects noise to be a community concern for the park, amphitheater, and stadium project. ESA will provide an analysis of the No Action and the two Action Alternative sites. The noise study will include assessment of impacts caused by construction and operation of the project. ESA expects the noise study to include assessment of the following sources:

- Traffic noise associated with visitors to the facility as well as employees and delivery vehicles.
- Direct operational noise associated with events at the facility, including minor league baseball games, other sporting events, amplified music concerts, and recreational uses of park areas.
- Construction noise, including from clearing and grading, excavation, and building construction. Major sources of construction are anticipated to include pile driving, augering, power generators, and other heavy equipment, as well as construction vehicles such as materials hauling and workers' vehicles.
- Depending on the project location, vibration emissions from construction equipment and activities such as pile driving and vibratory rollers.

ESA will write sections for the Draft and Final EIS that will include:

- A description of the existing noise environment, including site-specific noise measurements to describe the existing noise environment and assess the potential for noise impacts.
- A summary of noise regulations applicable to the project alternatives.
- For each project alternative, an assessment of noise associated with construction and operation. Each assessment will include a review of compliance with applicable regulatory limits and an evaluation of whether noise abatement measures are warranted.
- An assessment of noise and vibration abatement measures for construction, as necessary, to ensure noise and vibration emissions from construction comply with applicable regulatory requirements and would not result in detrimental impacts to nearby communities.
- An assessment of noise abatement measures for operational activities, such as from traffic, public address systems, amplified music concerts, and other activities.

Assumptions:

- ESA will need to take noise measurements at the different sites.

4.8.3 Light and Glare

Stantec will provide a light and glare analysis. Stantec assumes that visual assessment of light and glare issues would be the focus of this section, and view analyses from up to four (4) key viewpoints for each Alternative will be conducted. Site renderings prepared by the City Team would be used as the basis for the analysis.

Stantec will provide the analysis of the No Action and the two Action Alternative sites. They will:

- Conduct a daytime site visit at each site to evaluate.
- Evaluate existing lighting systems surrounding neighborhoods and development, existing topography, and viewsheds will be evaluated.
- Conduct a nighttime analysis of existing illumination systems on site and in surrounding areas.

- Take sample light readings of various onsite and offsite lighting systems.
- Take representative photographs for both daytime and nighttime conditions.
- Evaluate proposed development at each site based on SEPA EIS requirements.
- Review proposed stadium, amphitheater, and other site lighting plans, elements, and representative equipment selection.
- Evaluate proposed photometric analysis and potential graphic representations.
- Evaluate proposed electronic scoreboards and signage. Review existing applicable codes.
- Prepare in-house lighting renderings, consisting of (1) for each site for a total of (2) renders. Lighting renderings will be done as a photoshop effort over the top of photographs.
- Identify nearby uses that would be considered sensitive to spillover light or glare,
- Evaluate elements of the project that could have significant impacts depending on and design
- Characterize in broad terms the ability to minimize or mitigate such impacts and provide a qualitative comparison of the relative impacts of each alternative.

Assumptions:

- (Stantec) (2) site visits per site (one daytime and one nighttime) for three (3) sites, totaling six (6) site visits. These will be performed by (1) staff member.
- (Stantec) Lighting renderings will be done via photoshop overlay. If another program is desired, such as Enscape, that can be discussed as an additional service but would be additional scope and budget.

4.8.4 Cultural and Archeological Resources

ESA cultural resources subject matter experts will complete an initial Cultural Resources Assessment (CRA) Desktop Analysis consisting of a literature review, records search, identification of any previously documented historic and cultural resources within the identified alternative locations and surrounding vicinity. The analysis will include a review of the current Washington State Department of Archaeology and Historic Preservation (DAHP) databases to assess the inventory of known resources in the area, including Traditional Cultural Properties that may have been designated. Studies and surveys that have been completed will be evaluated and incorporated by reference.

Projects that require substantial excavation have the potential for inadvertent discovery of cultural resources. To present the possible impacts from the proposed stadium redevelopment, ESA will review existing literature to evaluate the likelihood of encountering cultural resources during excavation.

In addition, any project in the state that receives state funding is obligated to comply with Governor's Executive Order 21-02. This may require additional analysis or review with the City Team to determine the requirements necessary for this proposal.



ESA's architectural historians will coordinate with the City to form the basis for the EIS sections. Should ESA determine that additional information is needed to satisfy SEPA requirements, it is assumed that this information will be provided by the City's Team. If necessary, the scoping and budget allows for the analysis for a limited mapping of existing historic resources.

Assumptions:

- Assumes state funding will trigger Governor's Executive Order 21-02.
- Assumes a limited mapping of historic resources if they are determined to be in the study area.

4.9 DEIS Front Material/Fact Sheet/References/Appendices

The ESA Team will begin the initial stages of analysis during the Scoping process in order to expedite documentation. This will include the front matter for the document including assembly of the draft cover letter, Fact Sheet, acronyms and abbreviations, table of contents, distribution list, references, appendices, and other available information that can be prepared ahead of time.

Deliverables

- Draft DEIS Front Material
- Final DEIS Front Material

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- The City will be responsible for providing the SEPA distribution list to ESA.
- The City will be responsible for publication and distribution of notices, documentation and the DEIS document.
- There will not be a 508 remediation for ADA required.

4.10 Preliminary DEIS (PDEIS) Version 1

The ESA Team will prepare Version 1 of the DEIS and submit to the City Team for review and comment.

Deliverables

- PDEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses



4.11 DEIS Final for Issuance

The ESA Team will prepare the final DEIS for distribution. During this team, ESA will provide a half day for a “page turn” for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- DEIS Final for Issuance

Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.

Task 5 Final EIS

Task Objective:

ESA will prepare the Final EIS after review of all DEIS comments received through the DEIS meeting, the web-form, and through mailed and emailed comments. The City has determined that no Preferred Alternative will be selected for the FEIS.

Subtask 5.1 Collect and Categorize All DEIS Comments

ESA will receive all comment received on the DEIS from the City received through public hearings, email, mail, and the website. ESA will organize the comments received on the DEIS and will have the lead responsibility for managing the public comments after receipt from the City. All comments received on the DEIS will be coded by comment category. ESA will consolidate and organize all comments received on the DEIS according to topic and number of comments received on a topic.

Assumptions:

- The City Team will receive and compile comments received via email and hard copy (received at the public hearings and mail) and provide to ESA.
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- For budgeting purposes, approximately 50 comments. If there are substantially more comments, the scope and budget for this Subtask will be reviewed and revised.

Subtask 5.2 Prepare Response to Comments

The Final EIS will include a Chapter for all comments received on the DEIS and responses to each comment. ESA will identify comments that require input or direction from the City Team. The City Team will provide the initial responses to comments. ESA will collaborate with the City on providing advice on responses and contributing when appropriate to create a consistent voice for



responses. The format will either be in a specific response or a “common response” – a comprehensive response prepared to address numerous recurring comments received on the same or similar issues.

Deliverables:

- Draft Response to Comments will appear in the Final EIS document for City review.

Assumptions:

- The City Team will provide the initial responses to all comments.
- The chapter on Response to Comments will be presented to the City Team review as part of the FEIS review rather than a separate review; there will be no separate review of the Response to Comments Chapter.

Subtask 5.3 Write FEIS Chapters

The City Team will not select a Preferred Alternative for the FEIS. Rather, the ESA Team will address and incorporate changes to the DEIS in the text of the FEIS for the Alternatives analyzed. The changes will include corrections, additions, and clarifications.

Deliverables:

- The updated Chapters will be presented in the Preliminary FEIS document package for the City Team to review. There will be no separate review.

Subtask 5.4 PFEIS Version 1

The ESA Team will prepare Version 1 of the FEIS for City Team comment.

Deliverables

- PFEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses

Subtask 5.5 FEIS for Issuance

The ESA Team will prepare the final FEIS for distribution. During this team, ESA will provide a half day for a “page turn” for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- FEIS Final for Issuance



Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.



BUDGET

The costs for the scope described above are included in the attached budget. Direct costs other than labor include travel, parking, and equipment needed to complete the scope, printing, and other incidental costs. Non-labor direct costs are listed as "Other Direct Costs" in the attached budget.



SCHEDULE

The timeframe for delivery of the scope described above is approximately 12 months. Factors that could affect the schedule, but which are outside of ESA's control include, but may not be limited to:

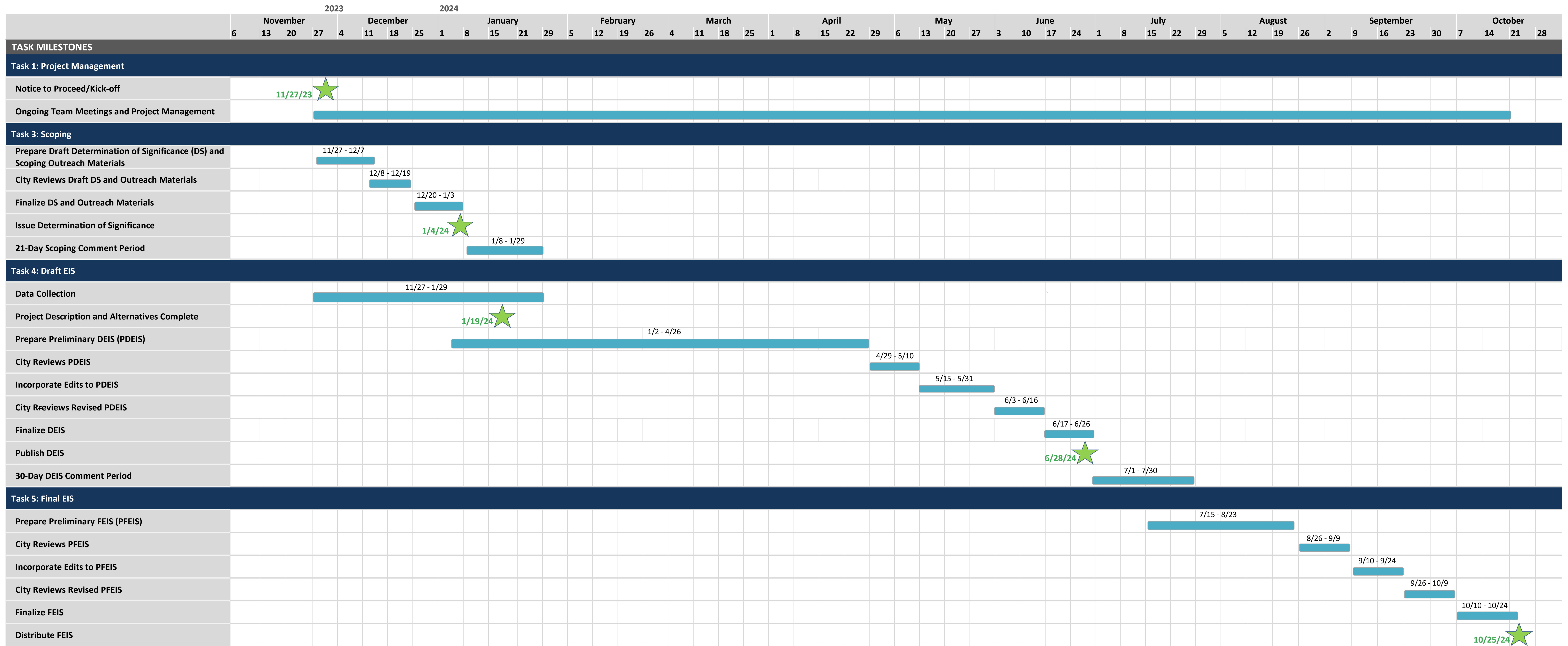
- Delivery of or changes to project description information from the City Team;
- Content or quantity of comments received from the public through the Scoping process or in response to the DEIS;
- City decisions to extend the Scoping period or period for review of the DEIS; or
- City decisions to undertake other studies which could affect the overall timing of the process.

Assumptions:

- To be developed based on finalized schedule developed by the City

Draft City of Everett Baseball Stadium/Amphitheatre/Park Project Schedule

★ Milestone ■ Task bar



**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
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
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.

ESA Labor Detail and Expense Summary

Task #	Task Name/Description	Employee Names																Total Hours	Labor Price			
		Senior Principal Consultant 6	Principal Consultant 4	Principal Consultant 4	Associate Consultant 1	Senior Consultant 4	Associate Consultant 1	Principal Consultant 3	Senior Consultant 3	Senior Consultant 2	Managing Consultant 3	Associate Consultant 1 2	Senior Consultant 4	Project Technician 3	Associate Consultant 5	Project Technician 5	Project Technician 3					
		\$397	\$282	\$282	\$128	\$200	\$128	\$255	\$181	\$161	\$223	\$141	\$200	\$119	\$178	\$164	\$119	\$0				
Task 1	Project Management and Meetings																					
1.1	Project Management Tasks	2	8	58	58	6														160	\$ 31,362	
1.2	Project Coordination Meetings	8	14	24	24				4	4	4									82	\$ 19,224	
1.2.1	Kick-Off Meeting	2	2	2	2	2	2	2	2	1	2	2	2							23	\$ 4,995	
1.3	Technical Meetings and Site Visit	4	8	24	24	6	6	6	8	8	8									96	\$ 20,172	
	Task 1 Subtotal	16	32	108	108	14	8	2	14	13	14	2	2	28	0	0	0	0	0	361	\$ 75,753	
Task 2	Scoping																					
2.1	Project Description Development	6	6	8	8															28	\$ 7,354	
2.2	Project Alternative Development	6	6	8	8															28	\$ 7,354	
2.3	Issuance of DS and Notice of Scoping		1	8	8															17	\$ 3,562	
2.4	Scoping Comment Management			6	12	12	12													42	\$ 7,164	
2.5	Scoping Summary Report			4	16	8	16													44	\$ 6,824	
	Task 2 Subtotal	12	13	34	52	20	28	0	0	0	0	0	0	0	0	0	0	0	0	159	\$ 32,258	
Task 3	Public Outreach and Engagement																					
3.1	Public Outreach Materials					28	20													23	71	\$ 11,932
3.2	Scoping Meeting and DEIS Meeting	1	1	16	16	24	12													14	84	\$ 15,241
	Task 3 Subtotal	1	1	16	16	52	32	0	0	0	0	0	0	0	0	0	23	14	0	155	\$ 27,173	
Task 4	Draft EIS																					
4.1	Style Sheet			1	1									12	12						26	\$ 4,946
4.2	Administrative Record				16									12							28	\$ 4,448
4.3	Data Collection	2	2	4	14		12	1	2	0	2										39	\$ 6,877
4.4	Methodologies & Thresholds of Significance		2	4	4			1	2	0	2										15	\$ 3,267
4.5	Cumulative Impacts Project List		1	4	12																17	\$ 2,946
4.6	Description of Alternatives for DEIS	2	2	6	6																16	\$ 3,818
4.7	Notice of Availability of DEIS		2	6	12	6	8						4								38	\$ 6,816
	4.8 Technical Analyses																				0	\$ -
4.8.1	Transportation/Traffic (Fehr & Peers)	4	4	8	8						6										30	\$ 7,334
4.8.2	Noise Memo(ESA)	2	2	4	4						50										62	\$ 14,148
4.8.3	Light & Glare (ESA and Stantec)	2	2	8	8							8									28	\$ 5,766
4.8.4	Cultural & Archaeological Resources (ESA)	1	2	4	4			30	98	120		12									271	\$ 49,001
4.9	DEIS Front Material/Fact Sheet/References/Appendices			14	24								24		16						78	\$ 14,668
4.10	PDEIS v.1	4	4	40	40	8	60	2	6	6	6	8	24	16	16						224	\$ 41,072
4.12	DEIS Final for Issuance		2	12	12		20					8	16	16							86	\$ 15,220
	Task 4 Subtotal	17	25	115	165	14	100	34	108	126	66	36	92	0	60	0	0	0	0	958	\$ 180,327	
Task 5	Final EIS																					
5.1	Collect and Categorize Draft EIS Comments			12	28	28	28														96	\$ 16,152
5.2	Prepare Response to Comments		16	24	20	8	12	4	20	8	8										120	\$ 24,688
5.3	Write FEIS Chapters		6	28	32		20	4	20	20	24	16									170	\$ 31,712
5.4	PFEIS v.1	6	6	28	32							12	24		20						128	\$ 26,118
5.5	FEIS for Issuance		6	12	12	8	20	2	4	4	4	8	24	16	16						120	\$ 22,318
	Task 5 Subtotal	6	34	104	124	44	80	10	44	32	36	36	48	0	36	0	0	0	0	634	\$ 120,988	
Total Hours		52	105	377	465	144	248	46	166	171	116	74	142	28	96	23	14	-	-	2,267		
Total Labor Costs		\$ 20,644	\$ 29,610	\$ 106,314	\$ 59,520	\$ 28,800	\$ 31,744	\$ 11,730	\$ 30,046	\$ 27,531	\$ 25,868	\$ 10,434	\$ 28,400	\$ 3,332	\$ 17,088	\$ 3,772	\$ 1,666	\$ -	\$ -	\$ -	\$ 436,499	
Percent of Effort - Labor Hours Only		2.3%	4.6%	16.6%	20.5%	6.4%	10.9%	2.0%	7.3%	7.5%	5.1%	3.3%	6.3%	1.2%	4.2%	1.0%	0.6%	0.0%	100.0%			
Percent of Effort - Total Project Cost		2.6%	3.7%	13.2%	7.4%	3.6%	3.9%	1.5%	3.7%	3.4%	3.2%	1.3%	3.5%	0.4%	2.1%	0.5%	0.2%	0.0%			54.1%	

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor Cost	\$	436,499
ESA Labor Technology and Data Management Fee	3%	\$ 13,095
ESA Non-Labor Expenses		
Reimbursable Expenses (see Attachment A for detail)	\$	2,021
ESA Equipment Usage (see Attachment A for detail)	\$	-
Subtotal ESA Non-Labor Expenses	\$	2,021
Subconsultant Costs (see Attachment B for detail)	\$	250,490
Contingency	15%	\$ 105,316
PROJECT TOTAL	\$	807,421

Attachment B

Cost Proposal: Subconsultant Detail

Task Number / Description		Subconsultant Costs				
		Fehr & Peers	Stantec	Subtotal Subconsultant	Percent Fee @	Total Subconsultant
		Transportation	Light & Glare	Cost	5%	Project Cost
Insert Budget By Task						
1	Task 1 Project Management	\$ 12,300	\$ 5,000	\$ 17,300	\$ 865	\$ 18,165
				\$ -	\$ -	\$ -
2	Task 2 Scoping			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
3	Task 3 Public Outreach & Engagement	\$ 1,720	\$ 1,752	\$ 3,472	\$ 174	\$ 3,646
				\$ -	\$ -	\$ -
4	Task 4 Draft EIS	\$ 152,950	\$ 40,890	\$ 193,840	\$ 9,692	\$ 203,532
				\$ -	\$ -	\$ -
5	Task 5 Final EIS	\$ 5,000	\$ 5,000	\$ 10,000	\$ 500	\$ 10,500
				\$ -	\$ -	\$ -
6	Other Direct Costs (ODCs)		\$ -	\$ -	\$ -	\$ -
	Big Data Purchase	\$ 7,000		\$ 7,000	\$ 350	\$ 7,350
7	Traffic Counts	\$ 6,000		\$ 6,000	\$ 300	\$ 6,300
	Mileage Reimbursement (\$0.655 / mi)	\$ 350	\$ 400	\$ 750	\$ 38	\$ 788
8	Parking	\$ 100	\$ 100	\$ 200	\$ 10	\$ 210
	Printing			\$ -	\$ -	\$ -
9	Equipment			\$ -	\$ -	\$ -
Subconsultant Total		\$ 185,420	\$ 53,142	\$ 238,562	\$ 11,928	\$ 250,490











Environmental Science Associates SEPA PSA_SD

Final Audit Report

2023-12-06

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