



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	Floyd Snider, SPC
	Two Union Square, 601 Union Street, Suite 600 Seattle, WA 98101
	Kate Snider
City Project Manager	Randy Loveless
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	rloveless@everettwa.gov
Brief Summary of Scope of Work	Consent Decree/Environmental compliance review at landfill site
Completion Date	December 31, 2028
Maximum Compensation Amount	\$1,257,833.00

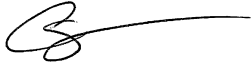
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Allison Barga
	360-626-2007
	Allison.barga@assuredpartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="padding-left: 40px;">Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="padding-left: 40px;">Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

FLOYD | SNIDER, SPC.



Cassie Franklin, Mayor

Signature: _____



Name of Signer: Kate Snider

Signer's Email Address: kate.snider@floydsnider.com

Title of Signer: Principal

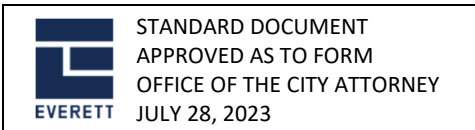
01/04/2024

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any 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.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

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

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

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

proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

- (1) Service Provider is free from control or direction over the performance of the service; and
- (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
- (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall

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

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from

participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.1)**

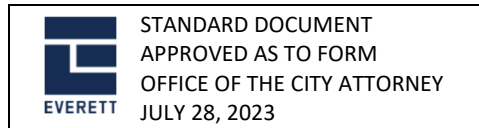


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Exhibit A**Scope of Work—Floyd|Snider Team**

Effective Date: January 1, 2024
End Date: December 31, 2028
Client: City of Everett
Project Name: CoEV-DEVEL
Client Contact: Randy Loveless
F|S Project Manager and key team: Kathryn Snider, Jeff Gabster

OVERALL SCOPE OF SERVICES/OBJECTIVE

The Floyd|Snider team will provide engineering and environmental services to assist the City of Everett (City) with ongoing development, operation and maintenance, environmental monitoring and reporting, and related activities at the Everett Landfill Site (Site). The City's responsibilities for these activities primarily arise from the Consent Decree (CD) for the Site between the Washington State Department of Ecology (Ecology), the City, and the current owner and developer of the Site, Riverfront Commercial Investment, LLC (Riverfront). The CD includes provisions to ensure protection of human health and the environment associated with toxic contaminants and landfill gas (LFG) present at the Site, for both the current and future redeveloped Site conditions. The City's responsibilities include oversight of Riverfront's design and construction for development of the site, ongoing environmental monitoring, and other public safety considerations. Floyd|Snider's primary roles include assisting the City with maintaining compliance with the CD, as well as strategy and coordination of communications between the City, Riverfront, and Ecology.

The estimated fee for this Scope of Work, as presented in the attached fee estimate, will be invoiced based on time and materials and the total of \$1,257,833 will not be exceeded without written authorization. This fee estimate addresses the fact that there will be annual rate adjustments over the duration of this Scope of Work.

Task 1 — Development Review Support

Scope: Floyd|Snider will conduct the following review support services associated with development of the Site. For the purpose of this scope and fee estimate, it is assumed that Riverfront will submit up to 10 major permits in total for building construction and site work during the 5-year contract duration, and that these permits will require a similar level of effort for design review, CD

checklist preparation and related Ecology coordination as permit packages processed to date. This scope and fee estimate also assumes that significant progress on construction of no more than six of these permit packages will be achieved during the contract duration, and that the associated coordination and review of submittals and Requests for Information (RFIs) will be similar to or lesser than that required for construction to date. These assumptions are based on the pacing of permit submittals and construction at the Site to date and conservative assumptions about the potential for an acceleration of the development work at the site.

Separate sub-tasks will be established for work performed under each permit package for invoicing purposes. Each subtask will include the following:

- Review of permit submittals, and revised permit submittals, for projects located on the Site. This assumes 10 major permit submittals during the contract time frame.
- Develop CD checklists for each of the permit submittals. Submit checklists and communicate with the Ecology on their content and how designs presented conform with CD requirements. Meet with Ecology as necessary to facilitate the review and approval of the checklists.
- Review contractor RFIs, submittals, or other changes to approved plans or specifications. Provide support to the City for responses to Riverfront or their contractors. As necessary, document and communicate such changes with Ecology, particularly where such changes effect updates to previously submitted CD checklists or submittal of new checklists.
- Provide specialty design review and specialty on-site construction inspections and review of Construction Quality Assurance (CQA) and system commissioning reports, as requested by the City. Specialty design review will be as-needed for LFG, electrical, and geotechnical submittals, and inspections will be conducted by Floyd|Snider, BHC Consulting, or Haley & Aldrich (formerly Hart Crowser a Division of Haley & Aldrich).
- Provide support as needed for LFG monitoring, as required under the CD, when new site LFG collection system components are brought online.
- Provide project management and coordination activities associated with these tasks.

Assumptions: Riverfront's schedule for permit package submittal and construction for the coming 5 years is uncertain and subject to change. Therefore, the assumption of up to 10 permit packages is a best estimate, though it is possible that delays either in development of some of those packages or construction under them will cause the overall timeline to extend beyond end of year 2028. Conversely, it currently appears unlikely that more than 10 permit packages will be submitted during the contract period, but, depending on the scope of certain permits, particularly the area covered by subsequent site works permits, it is possible that more permit packages will ultimately be submitted.

Task 2 — Site Operations and Maintenance Support, Environmental Monitoring, and Project Coordination and Management

Floyd|Snider will provide support to the City to fulfill requirements stipulated in the CD that do not relate directly to the process of developing the Site, but rather relate to the current or post-development future conditions at the site, and therefore are not linked to any specific development permit packages. Two key items in this category are the City's ongoing responsibilities for operations, monitoring, and maintenance of the Site LFG collection system, and semiannual groundwater monitoring and annual reporting. This task will also include a project coordination, communication, and management component. Further details are described under the Task 2 subtasks below.

Task 2A – Site Landfill Gas Operations, Monitoring, and Maintenance Support

Scope: Floyd|Snider will conduct the following activities in support of the City's responsibilities for operation, monitoring, and maintenance of the site LFG collection system. The City's roles and responsibilities for these activities are defined in the Landfill and Environmental Indemnification Agreement (LEIA) and discussed in detail in the comprehensive Everett Landfill Riverfront Development Operations, Maintenance, and Monitoring Manual (O&M Manual). The City has contracted separately with Herrera Environmental Consultants to provide some of the periodic operations, maintenance, monitoring, and reporting tasks described in the O&M Manual, and City personnel will perform other such tasks. Floyd|Snider's primary role will be to provide report review, and strategy and communications support to the City (1) as described in the O&M Manual and (2) otherwise on an as-needed basis. Floyd|Snider will also utilize BHC Consulting as needed for additional support in this role.

- Provide support and recommendations through document review, direct communications, and planning to ensure that site operations and activities are completed in accordance with CD.
 - Review annual LFG monitoring and collection system reports.
 - Review other LFG-related reports as needed.
- Provide strategy and support to the City for communications and coordination with Ecology regarding CD compliance at the Site.
- Provide review, recommendations, on-site inspection, and other support as needed for LFG system troubleshooting, component upgrades, or other changes within the scope of typical system operation and maintenance.

Task 2B – Environmental Monitoring and Reporting

Scope: Floyd|Snider will conduct the following services to provide the environmental monitoring of the site required by the CD.

- Groundwater protection monitoring as required by the CD, consisting of semiannual groundwater monitoring.

- Semiannual groundwater monitoring including sampling and water level measurements at nine monitoring wells, and collection of continual water level transducer measurements at one well. Each sampling event will typically be conducted in two 10-hour days, including travel, for two Floyd|Snider personnel.
- Laboratory coordination for sample analysis, including contracting, detection limit confirmation, and bottle orders. This estimate assumes the City's Environmental Laboratory will provide sample analyses for dissolved metals and dissolved chloride. All other analytes will be subcontracted to a licensed local laboratory.
- Sampling event preparation including field planning meetings, mobilization tasks, field documentation quality control (QC), work plan review, and health and safety plan review and implementation. This is assumed to include 5 hours per field staff, per event.
- Data review, validation, and management including submittal to Ecology's Environmental Information Management (EIM) system.
- Preparation of annual monitoring reports including summary and interpretation of analytical results, evaluation of deep aquifer groundwater gradients, processing of transducer data and leachate elevations to evaluate hydraulic control of the shallow aquifer, and comparison of deep aquifer groundwater elevations and Snohomish River surface water elevations to evaluate surface water intrusion into monitoring wells.
- Responding to Ecology comments and questions on results, including attending meetings with Ecology as needed to discuss comments or questions.

Deliverables: Deliverables for this subtask include data submittals to EIM and an annual groundwater monitoring report.

Schedule: Data submittals will be completed in a timely manner once analytical results are fully validated. Annual reports will generally be completed by the end of the calendar year, and no later than February 28 of the following year.

Task 2C – Project Coordination and Management

Scope: Floyd|Snider will conduct the following project coordination, management, and on-call support activities for the duration of the project:

- Overall project coordination, schedule and financial management, calls, and meetings to support the City with project strategy.
- Overall project coordination, calls, and meetings with Ecology to discuss concerns not otherwise captured by the tasks above.
- Support as needed for review and implementation of agreements between the City and Riverfront, including the LEIA.
- Response to on-call requests from the City that are not associated with other Task 1 or Task 2 activities.

Encl.: Fee Estimate, Schedule of Charges
Copies:

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

STANDARD METHODS OF COMPENSATION

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

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

Name	Title	Rate
See attached exhibit B-1	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.

EXHIBIT B-1

Fee Estimate

FLOYD I SNIDER

Project: CoEV-Devel
Date: 11-7-2023

Task ID	Floyd Snider										Subcontractors/Vendors				Floyd Snider Staff Total	Floyd Snider Team Total (includes % Subcontractor Markup)		
	Principal \$300	Associate Principal \$255	Senior Engineer/Scientist 1 \$200	Senior Engineer/Scientist 2 \$200	Senior Engineer/Scientist 1 \$165	Engineer/Scientist 1 \$155	Engineer/Scientist 3 \$145	GIS/Data Analyst 2 \$160	Data Manager/Validator 2 \$160	Senior Technical Editor/Tech QC \$135	Contract Specialist \$135	Accounting \$115	ODC \$ (includes markup)	Analytical Laboratory			BHC	Haley & Aldrich
Position: Billing Rate:	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.
Task 1 - Development Review Support	140	1,560	2,750	40	40	40	40	40	40	8	60	60	60	656,130	35,000	30,000	65,000	724,360
Design Phase: Review permit submittals, develop CD checklists	40	270	420	40	40	40	40	40	40	8	60	60	60	140,700	15,000	10,000	25,000	166,950
Construction Phase: Review of RFIs, submittals, and CQA reports	20	960	1,020	20	20	20	20	20	20	20	20	20	366,300	15,000	15,000	30,000	397,800	
Meetings and coordination with Developer for CD compliance issues	60	170	170	60	60	60	60	60	60	60	60	60	80,050	5,000	5,000	10,000	90,050	
Meetings and coordination with Ecology to discuss CD review	20	40	40	20	20	20	20	20	20	20	20	20	23,900	5,000	5,000	10,000	28,400	
Specialty on-site construction inspections	40	40	40	40	40	40	40	40	40	40	40	40	17,900	5,000	5,000	10,000	27,900	
Management tasks associated with development review scope	80	80	20	80	80	80	80	80	80	80	80	80	27,280	5,000	5,000	10,000	37,280	
Task 2 - Site Operations and Maintenance Support, Environmental Monitoring, and Maintenance Support	175	50	290	290	290	290	290	290	290	12	30	30	907,428	20,500	10,000	30,500	937,928	
Task 2A - Site Landfill Gas Operations, Monitoring, and Maintenance Support	20	120	40	20	20	20	20	20	20	20	20	20	39,800	5,000	5,000	5,000	49,800	
Review annual landfill gas report and other documentation	20	180	40	20	20	20	20	20	20	20	20	20	48,600	5,000	5,000	5,000	58,600	
Landfill gas system maintenance and operational support to City	30	120	40	30	30	30	30	30	30	30	30	30	41,200	5,000	5,000	5,000	46,200	
Meetings, communication, and coordination with Ecology regarding landfill	20	20	20	20	20	20	20	20	20	20	20	20	15,000	5,000	5,000	10,000	25,000	
Task 2B - Environmental Monitoring and Reporting	5	30	100	5	5	5	5	5	5	5	5	5	150,888	20,500	20,500	20,500	172,413	
Perform semi-annual groundwater monitoring	5	30	110	5	5	5	5	5	5	5	5	5	77,150	20,500	20,500	20,500	98,150	
Prepare groundwater monitoring annual reports	8	20	40	8	8	8	8	8	8	8	8	8	22,620	5,000	5,000	5,000	27,620	
Respond to Ecology comments and questions on groundwater and related	12	60	60	12	12	12	12	12	12	12	12	12	22,000	5,000	5,000	5,000	27,000	
Respond to Ecology comments and questions on other site compliance	20	30	20	20	20	20	20	20	20	20	20	20	26,370	5,000	5,000	5,000	31,370	
Task 2C - Project Coordination and Management	20	60	20	20	20	20	20	20	20	20	20	20	21,000	5,000	5,000	5,000	26,000	
Project coordination and meetings with City	10	30	10	10	10	10	10	10	10	10	10	10	10,650	5,000	5,000	5,000	15,650	
Project coordination and meetings with Ecology	30	60	60	30	30	30	30	30	30	30	30	30	21,000	5,000	5,000	5,000	26,000	
Support to legal for City/Riverfront agreements or disputes	20	80	40	20	20	20	20	20	20	20	20	20	41,150	5,000	5,000	5,000	46,150	
Response to on-cell requests from the City	315	2,280	290	315	315	315	315	315	315	20	90	90	1,157,558	20,500	30,000	50,500	1,208,058	
Totals:																		

Notes:
1. This fee estimate is based on 2024 rates; rates are subject to annual increases, but not to exceed total will remain unchanged until contract is completed or amended.

EXHIBIT B-1
2024 Rate Schedule

FLOYD | SNIDER
strategy ■ science ■ engineering

601 Union Street, Suite 600
Seattle, Washington 98101
tel: 206.292.2078 fax: 206.682.7867

Schedule of Charges

2024 RATES	
Professional Staff	Standard Hourly Rate
Principal	\$300
Associate Principal 2	\$255
Associate Principal 1	\$230
Senior Engineer/Scientist 3	\$220
Senior Engineer/Scientist 2	\$205
Senior Engineer/Scientist 1	\$200
Project Engineer/Scientist 3	\$185
Project Engineer/Scientist 2	\$175
Project Engineer/Scientist 1	\$165
Engineer/Scientist 3	\$155
Engineer/Scientist 2	\$145
Engineer/Scientist 1	\$135
Senior Environmental Planner	\$210
Environmental Planner 2	\$170
Environmental Planner 1	\$160
Public Engagement	\$155
Graphic Design Lead	\$145
Historian/Scientist	\$200
Research Librarian	\$175
Safety Program Manager	\$160
GIS/Data Analyst 2	\$160
GIS/Data Analyst 1	\$140
Data Manager/Validator 2	\$160
Data Manager/Validator 1	\$140
Financial Analyst	\$250
Senior Technical Editor/Tech QC	\$135
Project Coordinator 2	\$150
Project Coordinator 1	\$135
Contract Specialist	\$135
Project Assistant	\$110
Accounting	\$115
Special Services	
All litigation expert support for mediation, deposition, trial	100% Surcharge

Direct Charges:

We do not charge for the following items: routine photocopies, routine phone calls, routine office supplies, or routine computer time.

We do charge for large mailings, express delivery service, courier services, report reproduction, library charges, specialty software, outside services (such as graphics), special supplies, and travel (including parking and mileage). These charges will be invoiced at the price of the item plus a 10% markup to cover taxes, fees, and handling.

Field equipment fees are listed on a separate schedule, and any other equipment required for the project will be charged at cost plus a 10% markup.

Outside services are invoiced with a 10% markup to cover taxes, fees, and handling.

-Rates are subject to adjustment annually-












Floyd Snider-Evt Landfill Riverfront-PSA-RL-SD

Final Audit Report

2024-01-04

Created:	2024-01-03
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9TxmwdxliUJJWcSq4o2F4114ouVTCf8z

"Floyd Snider-Evt Landfill Riverfront-PSA-RL-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Signer rloveless@everettwa.gov entered name at signing as Randy Loveless
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Signature Date: 2024-01-04 - 10:11:25 PM GMT - Time Source: server

 Agreement completed.

2024-01-04 - 10:11:25 PM GMT