



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, January 10, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 3, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,803,636.67 For The Period Ending December 23, 2023 Through December 29, 2023.

Documents:

[RES CLAIMS PAYABLE DEC 23, 2023 - DEC 29, 2023.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,126,841.10 For The Period Ending December 16, 2023.

Documents:

[2023 RESOLUTION FOR PAYROLL PAY PERIOD 26.PDF](#)

(3) Authorize The Mayor To Sign The Professional Services Agreement With Keller Partners.

Documents:

[KELLER PARTNERS PSA.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 1 To A Professional Service Agreement With KPFF Consulting Engineers To Provide Engineering Services For The Later Phase Eclipse Mill Park Project And Riverfront Trail Improvement Project At An Increased Amount Not To Exceed \$1,113,752.00.

Documents:

[LATER PHASE ECLIPSE MILL PARK PROJECT AND RIVERFRONT TRAIL
IMPROVEMENT PROJECT-PSA AMENDMENT NO.1.PDF](#)

ACTION ITEMS:

(5) Authorize The Mayor To Apply For Grant Funding And Adopt A Resolution That Designates Authorized Representatives To Act On Behalf Of The City Of Everett And Sign All Necessary Documents With Respect To The 2025-2027 Fish Barrier Removal Board Grant For The Thornton A. Sullivan Park Culvert Replacement Project In The Amount Of \$358,500.

Documents:

[THORNTON A SULLIVAN PARK CULVERT REPLACEMENT GRANT
APPLICATION APPROVAL.PDF](#)

(6) Approve Settlement Agreement For Acquisition Of Waits Motel.

Documents:

[WAITS MOTEL SETTLEMENT AGREEMENT.PDF](#)

BRIEFING:

(7) Revenue Options Review

Documents:

[REVENUE OPTIONS.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.

- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



Whereas the claims payable by check against the City of Everett for the period December 23, 2023 through December 29, 2023, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount	Fund	Department	Amount
001	City Council	491.53	101	Parks & Recreation	6,590.46
002	General Government	(1,660.14)	110	Library	5,538.32
003	Legal	1,032.80	112	Community Theater	16,525.81
004	Administration	170.24	119	Public Works-Street Improv	11,161.39
005	Municipal Court	475.65	120	Public Works-Streets	1,683.27
007	Human Resources	613.80	126	MV-Equipment Replacemer	99,750.56
009	Misc Financial Funds	429,349.56	152	Cum Reserve-Library	323.40
010	Finance	1,113.76	153	Emergency Medical Service:	321.90
015	Information Technology	136.39	155	Capital Reserve Fund	63,250.74
018	Communications, Mktg & Engag	10,967.73	156	Criminal Justice	42,327.68
021	Planning & Community Dev	792.47	197	CHIP Loan Program	61.21
024	Public Works-Engineering	28,364.56	198	Community Dev Block Gran	5,833.34
026	Animal Shelter	216.19	303	PW Improvement Projects	679.65
030	Emergency Management	73.42	336	Water & Sewer Sys Improv I	1,231,590.75
031	Police	29,954.33	342	City Facilities Construction	140,195.41
032	Fire	965.67	401	Public Works-Uilities	318,433.49
038	Facilities/Maintenance	4,365.53	402	Solid Waste Utility	16,586.67
			425	Public Works-Transit	8,404.43
TOTAL GENERAL FUND	\$	507,423.49	430	Everpark Garage	230.80
			501	MVD-Transportation Servic	140,412.86
			503	Self-Insurance	2,527.70
			505	Computer Reserve	179,538.14
			508	Health Benefits Reserve	3,750.50
			638	Fire Pension	494.70
			TOTAL CLAIMS	\$	2,803,636.67

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of December 16, and checks issued December 22, 2023, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,932.40	6,089.38
003	Legal	87,108.01	22,857.75
004	Administration	45,223.20	9,019.86
005	Municipal Court	68,449.77	23,595.24
007	Personnel	54,315.56	17,620.91
010	Finance	92,659.85	29,791.77
015	Information Technology	117,305.54	37,056.92
018	Communications and Marketing	19,513.79	6,595.90
021	Planning & Community Dev	106,236.60	30,625.13
024	Public Works	198,975.79	66,293.88
026	Animal Shelter	57,312.48	22,011.23
030	Emergency Management	9,863.60	3,134.41
031	Police	1,131,206.72	279,366.55
032	Fire	804,425.89	158,733.99
038	Facilities/Maintenance	99,894.57	37,147.03
101	Parks & Recreation	134,721.45	53,061.48
110	Library	118,045.61	38,581.09
112	Community Theatre	6,778.35	2,342.50
120	Street	72,953.07	25,351.69
153	Emergency Medical Services	423,346.97	76,715.52
197	CHIP	11,245.93	3,852.87
198	Community Dev Block	8,304.48	2,444.77
401	Utilities	835,671.46	309,243.33
425	Transit	505,472.62	182,959.22
440	Golf	23,789.06	9,511.06
501	Equip Rental	82,088.33	30,337.65
		<u>\$5,126,841.10</u>	<u>\$1,484,341.13</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Grant writing and support contract.

Council Bill # interoffice use

Agenda dates requested:

1/10/24

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Keller Partners Professional Services Agreement

Department(s) involved:

Administration

Contact person:

Jennifer Gregerson

Phone number:

Email:

jgregerson@everettwa.gov

Project: Grant writing contract

Partner/Supplier: Keller Partners

Location:

Preceding action:

Fund:

Fiscal summary statement:

This professional services agreement is for a not to exceed amount of \$81,000 and is anticipated to support many successful grant awards.

Project summary statement:

The City has contracted with Keller Partners since July 31, 2023 for grant writing support, as well as advocacy efforts for grants. Staff propose to contract for a full year, after this initial six month relationship.

Keller Partners' team provides support to city issue experts, including full grant writing, grant review, advice on grant requirements and grant award advocacy at federal, state and other levels such as for private foundation grants.

Examples of work under way with Keller Partners include:

- Successful \$44,369 award of a grant for police pursuit technology
- Submission of a Puget Sound National Estuary Program grant for stormwater parks
- Submission of a \$350,000 2024 State Community Forestry Assistance Grant
- Submission of a project for a County-led NOAA grant, for property acquisition of \$2,500,000 related to stormwater
- Preparations for a federal Defense Community Infrastructure Program to fund a new fire training facility in support of Naval Station Everett for approximately \$20,000,000
- Preparations for a federal transportation grant for the Everett Point Industrial Center (EPIC) Bridge for approximately \$4,000,000 for design
- Preparations for the spring opening of a Justice and Mental Health treatment and recovery grant program for the courts
- Reviewed staff work for a public charging infrastructure grant

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the professional services agreement with Keller Partners.

Initialed by:

Department head

Administration

Council President



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 the Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

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

BASIC PROVISIONS	
Service Provider	Keller Partners
	1201 15th St NW, Suite 400
	Washington DC 20005
	tkeller@kellerpartnersco.com
City Project Manager	Jennifer Gregerson, Government Affairs Director
	2930 Wetmore Avenue, Suite 10-A
	Everett, WA 98201
	jgregerson@everettwa.gov
Scope of Work (must select one box)	<input type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows Enter text
	<input checked="" type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Service Provider will plan and implement government relations strategies for this effort designed to accomplish Everett's funding objectives specifically involving: assisting the city with developing compelling projects, identification of grants, writing of competitive grants and congressionally directed spending applications; arranging meetings with federal agency grant decision-makers to advance funding efforts; and serving as liaison to government granting agencies relevant to the projects
Completion Date	December 31, 2024

BASIC PROVISIONS	
Maximum Compensation Amount	\$85,000
Eligible Expenses (not-to-exceed)	\$4,000
Method of Payment (must select one box)	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input type="checkbox"/> Payment method is described in scope of work. <input checked="" type="checkbox"/> Payment method is as follows: \$6,750 per month, for 12 months, billed monthly in arrears which includes all expenses (except for basic travel costs for a visit to Everett, with prior written approval). Payment shall be made to Keller Partners on or before the fifteenth (15th) of each month at the address listed on the invoice(s). Federal funds may not be used to pay Keller Partners' professional fees.
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</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>Answer No</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 the 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 as of the date of last signature below.

**CITY OF EVERETT
WASHINGTON**

KELLER PARTNERS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Thomas Keller

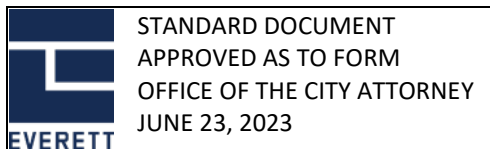
Signer's Email Address: tkeller@kellerpartnersco.com

Title of Signer: Managing Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal or other document generated by Service Provider is attached or part of any attachment to this Agreement, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another's copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
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 the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. The Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider's incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
 - 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.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** The 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, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51

RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
 - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal

- revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices,

materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/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 the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶18, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such

part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. **Notices.**

A. Notices to the City of Everett shall be sent to the City Project Manager address in the Basic Provisions.

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

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. **Signature/Counterparts.** This Agreement and any amendment 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. 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.

END OF GENERAL PROVISIONS

Project title: Amendment No. 1 to a Professional Service Agreement with KPFF Consulting Engineers to Provide Engineering Services for the Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project at an Increased Amount Not to Exceed \$1,113,752.00

Council Bill #

Agenda dates requested:

01/10/2024

Briefing

Proposed action

Consent 01/10/2024

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Services Agreement

Department(s) involved:

Parks and Facilities
Administration
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Later Phase Eclipse Mill Park & Riverfront Trail Improvement Project

Partner/Supplier: KPFF Consulting Engineers

Location: Riverfront Development Area

Preceding action: Professional Services Agreement 12/30/2021

Fund: Fund 354, Program 073 (CIP-4)

Fiscal summary statement:

The proposed amended Professional Service Agreement with KPFF Consulting Engineers is for engineering and related services for the Later Phase Eclipse Mill Park and Riverfront Trail Improvement Project. The amended PSA includes an increased amount of \$513,752.00 for a total contract amount not to exceed \$1,113,752.00.

An amended funding ordinance for the Later Phase Eclipse Mill Park & Riverfront Trail Improvement Project was approved by Council on 12/20/2023 .

The source of funds is CIP 4. The Later Phase Eclipse Mill Park and Riverfront Trail Improvement Project is an identified project in the CIP-4 funding model.

Project summary statement:

KPFF Consulting Engineers was selected to provide engineering and related services for the Later Phase Eclipse Mill Park and Riverfront Trail Improvement Project through the Standard Procurement Policy formal Request for Qualification process.

The engineering work on the Eclipse Mill Park will include stabilization of the Snohomish riverbank, a personal watercraft floating boarding dock, river debris deflector and access trail in the lowland park area. The engineering work on the Riverfront Trail will include relocating a portion of the existing trail that is being washed out by the Snohomish River and repairs to the trail due to tree root intrusion and other remediation efforts.

The original PSA scope of work included preparation of preliminary design and construction documents, estimating, bidding, administration services. Additional services provided by this amended PSA include: 100% Design and Bid-Ready Documents; Specifications and Engineers Estimate; Bid Phase Support; and Construction Support Services. The amended PSA completion date is extended to 12/31/2027.

Construction of the Later Phase Eclipse Mill Park and the Riverfront Trail Improvements is anticipated to begin in 2025/2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign amendment No. 1 to a Professional Service Agreement with KPFF Consulting Engineers to provide engineering services for the Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project at an increased amount not to exceed \$1,113,752.00.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	KPFF Consulting Engineers
City Project Manager	Brad Chenoweth
	Bchenoweth@everettwa.gov
Original Agreement Date	12/30/2021

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$600,000.00
	Compensation Added (or Subtracted) by this Amendment	\$513,752.00
	Maximum Compensation Amount After this Amendment	\$1,113,752.00

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Pat Sloan

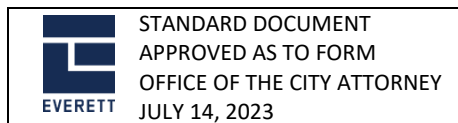
Signer's Email Address: Pat.Sloan@kpff.com

Title of Signer: Professional Engineer

Date

ATTEST

Office of the City Clerk





Consulting Engineers

1601 5th Avenue, Suite 1600, SEATTLE, WA 98101 P:206-622-5822 F:206-622-8130 WWW.KPFF.COM

Professional Services for the Later Phase Eclipse Mill Park Project & Riverfront Trail Improvement Project

Amendment 1 to PSA dated 12-30-2021 100% and Bid-Ready PS&E, Bid Phase and Construction Support Services

EXHIBIT A – SCOPE OF WORK

The purpose of this contract is for a CONSULTANT to provide professional engineering and related services to City of Everett Parks and Facilities Department (CITY) for the Later Phase Eclipse Mill Park Project and Riverfront Trail Improvements Project for final design and preparation of bid-ready construction documents. The Consultant team will continue to provide services through the bid process and construction.

SCOPE OF SERVICES

Task 100 Project Management

This task includes all work related to the management, administration, and coordination of CONSULTANT's and subconsultants activities. In addition, the CONSULTANT shall coordinate among the CITY and the CONSULTANT project team members as necessary to conduct the required work and maintain the project schedule. The CONSULTANT shall manage the project scope, schedule, and budget, under the following subtasks:

Subtask 100.1 – Project Management

The CONSULTANT shall be responsible for providing on-going project management to ensure the project team performs project tasks of this scope and has the required information to complete the work.

The CONSULTANT shall prepare monthly progress reports, facilitate progress meetings, and update the project schedule.

Subtask 100.2 – Perform Quality Assurance and Quality Control

The CONSULTANT shall implement a quality management plan to provide ongoing review throughout the life of the contract. The CONSULTANT shall provide quality assurance to support adequate administration, accounting, scheduling, communication, planning, and engineering procedures leading to the deliverable products, including work performed by subconsultants.

Task 300 – Geotechnical (HWA Geosciences)

300.4.12 Develop Geotechnical Specifications

The CONSULTANT shall assist with development of required geotechnical specifications for the project.



300.4.13 Project Coordination Meetings and PM

The CONSULTANT shall participate in up to four (4) project coordination meetings. All meetings are assumed to be virtual and lasting 1-hour. The CONSULTANT shall provide geotechnical project management associated with the above-described tasks.

300.4.14 Plan and Specification Review

The CONSULTANT shall review the project plans and specifications at major project milestones to ensure that all geotechnical recommendations have been incorporated. The CONSULTANT will provide review comments in the form of emails to the design team.

Deliverables

Deliverables to be provided subsequent to this task include:

- Geotechnical Specification Sections
- Plan Review Comments in email format

Task 500 – Permitting (Anchor QEA)

500.2 Permit Applications

The CONSULTANT will prepare and submit a Notice of Intent (NOI) application for the Washington State Department of Ecology (Ecology) National Pollutant Discharge Elimination System Construction Stormwater General Permit (CSGP). The CSGP is required for projects that disturb one acre or greater or that have the potential to discharge stormwater to receiving surface waters. The CSGP cannot be submitted to Ecology until a State Environmental Policy Act (SEPA) determination is issued by the CITY.

The CONSULTANT will provide ongoing outreach services with the agencies and respond to any minor comments or questions that are received from agencies on the application materials previously submitted. This includes periodic outreach (approximately one notification per month) during the agency review process. Previously submitted permit documents include:

1. JARPA, JARPA Attachment E, and JARPA Plan Set
2. Biological Assessment
3. CZMA Form
4. Ecology Water Quality Certification Pre-Filing Notice and CZMA Certification
5. HPA Application (to be submitted once SEPA determination is issued)
6. SEPA Checklist
7. SSDP Application and Consistency Analysis
8. Critical Areas Report
9. HEA model via Salish Sea Nearshore Programmatic Conservation Calculator
10. OHWM and Wetland Analysis Report

Assumptions

Services to be provided subsequent to this task include:

- KPFF will prepare and provide a stormwater site plan and dewatering plan to include with the SWPPP.
- This scope does not include budget to update agencies related to any design changes. Any design changes necessitating agency outreach will require additional scope and budget to complete.
- The CITY will be responsible for newspaper publications required for the NOI.



- Anchor QEA will reach out to review agencies once per month during the permit review process. If more frequent outreach is needed, a scope amendment may be required.
- One set of minor comments will be responded to by Anchor QEA. This task does not include preparing any new analyses or documentation if requested by the agencies. If more substantive comments are received by review agencies, a scope amendment will be required.
- This task does not include mitigation coordination or documentation.
- This task is based under CONSULTANT'S current understanding that there is no actual or documented soil or groundwater contamination at the project site. If the site is found/considered by Ecology to be contaminated, the additional work to coordinate with Ecology, collect samples, and/or prepare application or additional supporting documents will require additional scope and budget to complete.
- The existing cultural resources documentation submitted with the permit application will be sufficient for National Historic Protection Act Section 106 compliance.
- A Clean Water Act Section 404(b)(1) Alternatives Analysis will not be required.
- This scope does not include budget for Dredged Material Management Program (DMMP) coordination. If DMMP coordination is required, additional scope and budget will be required.

Deliverables

Deliverables to be provided subsequent to this task include:

- CSGP Notice of Intent Application (copy of online submittal).
- Stormwater Pollution Prevention Plan (SWPPP).
- Email responses to agency comments or questions.

Task 800 – 100% Plans Specifications and Estimates:

The CONSULTANT shall develop the 100% level design plans from previous work completed in the 90% design phase and the project environmental and permitting processes. The CONSULTANT shall review and provide written responses to CITY comments on the 90% level design plan submittal and the project environmental and permitting processes.

800.1 Prepare 100% Level Design Plans

The CONSULTANT shall develop 100% level design plans; each site to be compiled as a stand-alone package for bid, including contract specifications and bid proposal, cost estimate, etc. Plans shall be prepared to current City standards and other reference documents. CONSULTANT shall address comments on the Draft SWPPP and submit the final with the 100% submittal.

The No-Rise Evaluation Memorandum prepared previously will undergo Agency review. Consultant shall address all review comments and update memorandum as needed and submit a final memorandum.

800.2 Prepare 100% Level Design Plan Specifications

The CONSULTANT shall prepare the project specifications (standard specification and special provisions) for the 100% level design plans.

800.3 Prepare 100% Level Design Plan Engineer's Construction Cost Estimate

The CONSULTANT shall update the 90% engineer's construction cost estimate using estimated quantities from the 100% level design plans and review the unit costs. These costs may be



updated based on recent City contracts provided to the CONSULTANT by the CITY, as well as unit cost information obtained from other industry sources, such as WSDOT unit price analysis, and others, as necessary.

800.4 Project Coordination Meetings and PM

The CONSULTANT shall participate in up to six (6) project coordination meetings. All meetings are assumed to be virtual and lasting 1-hour.

800.5 Prepare Easement Exhibit and Descriptions

The CONSULTANT shall prepare easements and legal descriptions for a temporary construction easement and a permanent easement on Parcel 00576001500003 (Riverfront Commercial, LLC).

Deliverables

Deliverables to be provided subsequent to this task include:

- One (1) set of half-size 100% Plans in PDF format.
- 100% engineer's construction cost estimate (Excel).
- 100% Specifications in CSI format (Word).
- Final SWPPP.
- Response to 90% review comments (Excel) delivered with the 100% plan set.
- Prepare easements and legal descriptions for a temporary construction easement and a permanent easement on Parcel 00576001500003 (Riverfront Commercial, LLC).

Task 900 – Bid-Ready Plans, Specifications, and Estimates:

The CONSULTANT shall finalize the design documents in anticipation of bid. Bid ready Plans, Specifications and Estimates will be prepared separately as outlined for each project: 1) Later Phase Eclipse Mill Park; 2) Riverfront Trail Improvements.

900.1 Prepare Bid-ready Design Plans

The CONSULTANT shall develop final plans for construction as defined in task subtask 600.

900.2 Prepare Bid-ready Specifications

The CONSULTANT shall prepare the project specifications for bid.

900.3 Prepare Final Engineer's Construction Cost Estimate

The CONSULTANT shall finalize the engineer's construction cost estimate.

900.4 Project Coordination Meetings and PM

The CONSULTANT shall participate in up to two (2) project coordination meetings. All meetings are assumed to be virtual and lasting 1-hour.

Deliverables

Deliverables to be provided subsequent to this task include:

- Bid-ready Plans in PDF format.
- Final engineer's construction cost estimate (Excel).
- Bid-ready Specifications in CSI format (Word).



Task 1000 –Construction Phase Project Management

The CONSULTANT will Manage the project's scope, schedule, and budget, including preparation and maintenance of a record of current action items and technical issues requiring resolution, and document the decisions and rationale used to resolve those issues. Prepare monthly progress reports.

Assumptions

Services to be provided subsequent to this task include:

- The Waterfront Improvement at Eclipse Mill Park and the South Trait Site will be advertised as two individual contracts but are assumed to generally be constructed concurrently or within the same construction season of 2025.

Deliverables

Deliverables to be provided subsequent to this task include:

- Action Item Log.

Task 1100 – Bid Support Services

The Consultant shall be available throughout the construction contract advertisement and the bid solicitation period to answer any questions that arise concerning the PS&E documents, and to work with the Owner in preparing technical information for any addenda required. Consultant services under this task shall include, but not be limited to, the following:

1100.1 Pre-Bid Meeting

Attend an on-site pre-bid conference and address questions that arise from potential bidders

1100.2 Provide Clarification and Interpretation

Furnish technical input to the City in response to bidder requests for clarification of bid documents. Consultant shall respond up to seven (7) unique requests in Microsoft Word format.

1100.3 Prepare Addenda

Provide revisions, in Microsoft Word format, to special provisions and plans as necessary for preparing addenda to bid documents. The Consultant shall prepare up to two (2) addenda in AutoCAD ".DWG" and Adobe Acrobat formats.

Deliverables

Deliverables to be provided subsequent to this task include:

- Written responses to bidder requests for information.
- Special provision revisions, as needed, for each addendum.
- Revised plans for each addendum, as needed, including all base map files and referenced files.

Task 1200 – Construction Support Services

The CONSULTANT shall provide construction support services as needed.



1200.1 Pre-Construction Conference

Attend a preconstruction conference and review the Contractor's project schedule, order of work, and construction work plan submittal documents.

1200.2 Weekly Construction Meetings

Attend up to twenty (20) weekly construction meetings with up to two (2) Consultant team members in attendance. The meetings shall be held by the Owner and Contractor. Project engineer to attend all meetings; Civil anticipated to attend up to eight (8) meetings. HWA will attend up to 4 meetings.

1200.3 Requests for Information (RFIs)

Review and respond to RFIs throughout the construction period. The Consultant's Project Manager shall work with the Owner to prioritize and facilitate the Consultant's reviews and response to RFIs. Up to thirty (30) RFIs shall be reviewed and responded to by the Consultant. When feasible, the Consultant shall respond to RFIs within three (3) working days after receipt. Responses to RFIs shall be provided in electronic format. The Consultant shall keep a current, ongoing electronic record of changes to permanent elements of the Project as part of the RFI response process.

1200.4 Review Shop Drawings and Materials Submittals

Review Shop Drawings, Working Drawings, Installation Plans, and other Contractor submittals for general conformance to the Contract Drawings and special provisions as requested by the City. Submittals are expected to include structural items/materials and civil items/materials, paving materials. Up to forty (40) submittals shall be reviewed and responded to. The Consultant response times shall be per the construction contract specifications, or sooner if possible. The date of receipt by the Consultant shall be "Day 1" for purposes of review by the Consultant. Responses to submittals shall be provided in electronic format. If a Shop Drawing proposes a change to bid plans, it shall be followed up with a Change Order procedure.

1200.5 Change Orders

Evaluate change order requests from the construction contractor and recommend acceptance or revision to each change order request, provide revised plans, specifications, and independent cost estimates as required to execute agreed changes. The Consultant shall review the change order(s) and make recommendations to the Owner. It is assumed there may be up to four (4) change orders requiring up to eight (8) hours of response preparation time for each change order.

1200.6 General Construction Field Services

The City is the lead construction manager and is providing full-time construction observation. The Consultant will support the City when requested to perform field visits or other on-site construction observation. The following number of person field-visits from the Design Team are assumed: (Structural 6, Civil 2, Landscape Architect 2). Construction Field Services to include observation for conformance with the Plans and Special Provisions for layout upon request of the Owner's inspector.

1200.7 Stone Column Inspection

The Consultant shall provide geotechnical special inspection associated with Stone Column and Pile driving efforts at the Eclipse Mill Park site

- A. Stone Column Preconstruction Conference – The consultant shall attend one stone column preconstruction conference to go over details of the stone column installation.

- B. Stone Column Inspection - A geotechnical engineer, from the consultant, will provide full-time inspection of the installation of the stone columns. We envision stone column installation will take a minimum of 10 full working days to complete. However, potential equipment breakdowns and other factors are likely to lengthen the construction period. We have assumed 12 days of full-time inspection as a reasonable estimate.
- C. Verification Testing Analysis and Reporting: The consultant shall review the before and after verification test results to confirm that the stone column installation provided the desired soil improvement. The results will be provided to the contractor and the design team to verify the installation.
- D. Pile Driving Submittal Review and WEAP Analysis: The Consultant will review the pile driving submittal and conduct or review the WEAP analysis for the proposed piles and hammer configuration.
- E. Pile Driving Preconstruction Conference – The consultant shall attend one pile driving preconstruction conference to go over details of the pile installation.
- F. Pile Driving Inspection - A geotechnical engineer, from the consultant, will provide full-time inspection of the installation of the Viewing platform and floating dock piles. We envision pile installation will take a minimum of 12 full working days to complete. However, potential equipment breakdowns and other factors are likely to lengthen the construction period. We have assumed 15 days of full-time inspection as a reasonable estimate.

Assumptions

Services to be provided subsequent to this task include:

- The Owner will provide seven (7) days advance notice for the material inspection.
- The Owner will prepare the meeting agenda and finalize the draft meeting notes and distribute the meeting notes.
- The Owner's inspector will direct the Contractor in all instances.
- Stone Column verification testing will be completed by the contractor.

Deliverables

Deliverables to be provided subsequent to this task include:

- Review and provide input on Contractor's work plan and schedule.
- RFI Responses and log.
- Submittal Reviews and log.
- Change Order recommendations.
- Stone Column and Pile Driving Field reports.
- Final Letter accepting stone columns.

Management Contingency Reserve Fund

A contingency fund to address the need for additional design services that may arise during the life of the project. The City will request written proposals for any additional services not covered under this scope. No work shall commence without prior written authorization from the City for such tasks.

Exhibit B - Fee Estimate Amendment 1
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
Summary

9/7/2023

	Description	KPFF	Anchor QEA	Blue Coast Engineering	HWA Geosciences	MacLeod Reckord	Total Hours	Total Cost
Task 100	Project Management	\$ 53,699	\$ -	\$ -	\$ -	\$ -	310	\$ 53,699
100.1	Project Management	\$ 22,793	\$ -	\$ -	\$ -	\$ -	132	\$ 22,793
100.1.1	Project Team Management and Coordination	\$ 2,196	\$ -	\$ -	\$ -	\$ -	12	\$ 2,196
100.1.2	Monthly Progress Reports	\$ 4,572	\$ -	\$ -	\$ -	\$ -	28	\$ 4,572
100.1.3	Project Progress meetings	\$ 12,168	\$ -	\$ -	\$ -	\$ -	64	\$ 12,168
100.1.4	Project Schedule	\$ 2,984	\$ -	\$ -	\$ -	\$ -	14	\$ 2,984
100.2	Perform Quality Assurance and Quality Control	\$ 8,986	\$ -	\$ -	\$ -	\$ -	60	\$ 8,986
Task 200	Survey	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 300	Geotechnical	\$ -	\$ -	\$ -	\$ 7,042	\$ -	31	\$ 7,042
300.4.12	Develop Geotechnical Specifications	\$ -	\$ -	\$ -	\$ 2,272	\$ -	10	\$ 2,272
300.4.13	Project Coordination Meetings & PM	\$ -	\$ -	\$ -	\$ 2,881	\$ -	13	\$ 2,881
300.4.14	Plan and Specification Review	\$ -	\$ -	\$ -	\$ 1,888	\$ -	8	\$ 1,888
Task 400	River Hydraulic Analyses	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 500	Permitting	\$ -	\$ 14,563	\$ -	\$ -	\$ -	98	\$ 14,563
500.1	Agency Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
500.2	Permit Applications	\$ -	\$ 14,563	\$ -	\$ -	\$ -	98	\$ 14,563
500.3	Habitat Modeling and Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
500.4	OHHM and Wetland Delineation	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 800	100% Plans, Specifications and Estimate	\$ 50,946	\$ -	\$ 3,017	\$ -	\$ 34,858	611	\$ 88,821
800.1	Prepare 100% Level Design Plans	\$ 32,252	\$ -	\$ 1,024	\$ -	\$ 22,929	383	\$ 56,205
800.2	Prepare 100% Level Design Plan Specifications	\$ 10,586	\$ -	\$ 1,439	\$ -	\$ 4,942	108	\$ 16,967
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate	\$ 3,964	\$ -	\$ 554	\$ -	\$ 4,027	56	\$ 8,545
800.4	Project Coordination Meetings & PM	\$ 1,171	\$ -	\$ -	\$ -	\$ 2,960	24	\$ 4,131
800.5	Prepare Easement Exhibit and Descriptions	\$ 2,973	\$ -	\$ -	\$ -	\$ -	40	\$ 2,973
Task 900	Bid-Ready Plans, Specifications and Estimate	\$ 22,539	\$ -	\$ 2,324	\$ -	\$ 6,861	206	\$ 31,725
900.1	Prepare Bid-ready Design Plans	\$ 13,333	\$ -	\$ 885	\$ -	\$ 3,288	123	\$ 17,506
900.2	Prepare Bid-ready Specifications	\$ 5,901	\$ -	\$ 885	\$ -	\$ 1,836	50	\$ 8,622
900.3	Prepare Final Engineer's Construction Cost Estimate	\$ 2,720	\$ -	\$ 554	\$ -	\$ 900	25	\$ 4,174
900.4	Project Coordination Meetings & PM	\$ 586	\$ -	\$ -	\$ -	\$ 838	8	\$ 1,423
Task 1000	Construction Phase Project Management	\$ 14,054	\$ -	\$ -	\$ -	\$ -	80	\$ 14,054
1000.1	Construction Phase Project Management	\$ 14,054	\$ -	\$ -	\$ -	\$ -	80	\$ 14,054
		\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 1100	Bid Support Services	\$ 11,070	\$ -	\$ -	\$ 7,082	\$ 4,300	118	\$ 22,451
1100.1	Pre-Bid Meeting	\$ 2,365	\$ -	\$ -	\$ 1,416	\$ 838	23	\$ 4,619
1100.2	Provide Clarification and Interpretation	\$ 3,176	\$ -	\$ -	\$ 5,665	\$ 1,480	49	\$ 10,321
1100.3	Prepare Addenda	\$ 5,529	\$ -	\$ -	\$ -	\$ 1,982	46	\$ 7,512
		\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Task 1200	Construction Support Services	\$ 54,378	\$ -	\$ -	\$ 87,163	\$ 26,287	946	\$ 167,827
1200.1	Pre-Construction Conference	\$ 2,942	\$ -	\$ -	\$ 944	\$ 1,480	30	\$ 5,366
1200.2	Weekly Construction Meetings	\$ 7,432	\$ -	\$ -	\$ 1,888	\$ 9,269	96	\$ 18,590
1200.3	Requests for Information (RFIs)	\$ 12,275	\$ -	\$ -	\$ 5,665	\$ 5,549	136	\$ 23,489
1200.4	Review Shop Drawings and Materials Submittals	\$ 16,419	\$ -	\$ -	\$ -	\$ 5,549	165	\$ 21,968
1200.5	Change Orders	\$ 8,508	\$ -	\$ -	\$ -	\$ 1,480	70	\$ 9,988
1200.6	General Construction Field Services	\$ 6,802	\$ -	\$ -	\$ -	\$ 2,960	60	\$ 9,761
1200.7	Stone Column Inspection	\$ -	\$ -	\$ -	\$ 78,665	\$ -	389	\$ 78,665
		\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Total Labor Cost by Firm		\$ 206,685	\$ 14,563	\$ 5,341	\$ 101,286	\$ 72,306	2400	\$ 400,182
Reimbursable Costs by Firm		\$ -	\$ -	\$ -	\$ 719	\$ 351		\$ 1,070
Management Reserve Fund								\$ 112,500
Total Project Cost		\$ 206,685	\$ 14,563	\$ 5,341	\$ 102,005	\$ 72,657		\$ 513,752

	Description	Notes	Principal	Project Manager	Task Order Manager	Civil Engineer	Structural Engineer	Design Engineer	CAD Tech I	CAD Tech II	Project Controls	Total Hours	Total Direct Salary Cost	OH (1.5153)	Total DSC+OH per Task	Total Fee per Task	Total Cost per Task
Task 100	Project Management		24	122	0	34	24	24	0	0	82	310	19,074	28,903	47,977	5,722	53,699
Task 200	Survey		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 300	Geotechnical		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 500	Permitting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 800	100% Plans, Specifications and Estimate		4	20	0	72	118	32	44	52	0	342	18,096	27,421	45,517	5,429	50,946
800.1	Prepare 100% Level Design Plans		0	10	0	40	56	32	36	52	0	226	\$ 11,456.00	\$ 17,359.28	\$ 28,815.28	\$ 3,436.80	\$ 32,252.08
800.2	Prepare 100% Level Design Plan Specifications		0	8	0	16	40	0	0	0	0	64	\$ 3,760.00	\$ 5,697.53	\$ 9,457.53	\$ 1,128.00	\$ 10,585.53
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate		0	2	0	8	14	0	0	0	0	24	\$ 1,408.00	\$ 2,133.54	\$ 3,541.54	\$ 422.40	\$ 3,963.94
800.4	Project Coordination Meetings & PM		0	0	0	0	8	0	0	0	0	8	\$ 416.00	\$ 630.36	\$ 1,046.36	\$ 124.80	\$ 1,171.16
800.5	Prepare Easement Exhibit and Descriptions		4	0	0	8	0	0	8	0	0	20	\$ 1,056.00	\$ 1,600.16	\$ 2,656.16	\$ 316.80	\$ 2,972.96
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		0	14	0	42	40	16	20	16	0	148	8,006	12,131	20,137	2,402	22,539
900.1	Prepare Bid-ready Design Plans		0	4	0	20	20	16	20	16	0	96	\$ 4,736.00	\$ 7,176.46	\$ 11,912.46	\$ 1,420.80	\$ 13,333.26
900.2	Prepare Bid-ready Specifications		0	8	0	16	8	0	0	0	0	32	\$ 2,096.00	\$ 3,176.07	\$ 5,272.07	\$ 628.80	\$ 5,900.87
900.3	Prepare Final Engineer's Construction Cost Estimate		0	2	0	8	8	0	0	0	0	16	\$ 866.00	\$ 1,463.78	\$ 2,429.78	\$ 289.80	\$ 2,719.58
900.4	Project Coordination Meetings & PM		0	0	0	0	4	0	0	0	0	4	\$ 208.00	\$ 315.18	\$ 523.18	\$ 62.40	\$ 585.58
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000	Construction Phase Project Management		0	48	0	0	0	0	0	0	32	80	4,992	7,564	12,556	1,498	14,054
1000.1	Construction Phase Project Management		0	48	0	0	0	0	0	0	32	80	\$ 4,992.00	\$ 7,564.38	\$ 12,556.38	\$ 1,497.60	\$ 14,053.98
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		3	12	0	20	17	0	4	8	0	64	3,932	5,958	9,890	1,180	11,070
1100.1	Pre-Bid Meeting		0	4	0	4	5	0	0	0	0	13	\$ 840.00	\$ 1,272.85	\$ 2,112.85	\$ 262.00	\$ 2,364.85
1100.2	Provide Clarification and Interpretation		1	4	0	8	4	0	0	0	0	17	\$ 1,128.00	\$ 1,709.26	\$ 2,837.26	\$ 338.40	\$ 3,175.66
1100.3	Prepare Addenda		2	4	0	8	8	0	4	8	0	34	\$ 1,964.00	\$ 2,976.05	\$ 4,940.05	\$ 589.20	\$ 5,529.25
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		4	40	0	44	94	191	8	0	0	381	19,315	29,268	48,583	5,795	54,378
1200.1	Pre-Construction Conference		0	4	0	4	5	5	0	0	0	18	\$ 1,045.00	\$ 1,583.49	\$ 2,628.49	\$ 313.50	\$ 2,941.99
1200.2	Weekly Construction Meetings		0	20	0	0	20	0	0	0	0	40	\$ 2,640.00	\$ 4,000.39	\$ 6,640.39	\$ 792.00	\$ 7,432.39
1200.3	Requests for Information (RFIs)		0	8	0	24	10	40	0	0	0	82	\$ 4,360.00	\$ 6,606.71	\$ 10,966.71	\$ 1,308.00	\$ 12,274.71
1200.4	Review Shop Drawings and Materials Submittals		0	0	0	0	27	108	0	0	0	135	\$ 5,832.00	\$ 8,837.23	\$ 14,669.23	\$ 1,749.60	\$ 16,418.83
1200.5	Change Orders		4	4	0	8	8	30	8	0	0	62	\$ 3,022.00	\$ 4,579.24	\$ 7,601.24	\$ 906.60	\$ 8,507.84
1200.6	General Construction Field Services		0	4	0	8	24	8	0	0	0	44	\$ 2,416.00	\$ 3,660.96	\$ 6,076.96	\$ 724.80	\$ 6,801.76
1200.7	Stone Column Inspection		0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
KPFF ALL TASK TOTALS			35	256	0	212	293	263	76	76	114	1325	*****	*****	*****	*****	*****

BURDENED LABOR COST												
Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)												
		\$ 80.00	\$ 80.00	\$ 75.00	\$ 65.00	\$ 52.00	\$ 41.00	\$ 27.00	\$ 55.00	\$ 36.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 2,800.00	\$ 20,480.00	\$ -	\$ 13,780.00	\$ 15,236.00	\$ 10,783.00	\$ 2,052.00	\$ 4,180.00	\$ 4,104.00		\$ 73,415.00
Overhead Cost (1.5153 of DSC)	151.53%	\$ 4,242.84	\$ 31,033.34	\$ -	\$ 20,880.83	\$ 23,087.11	\$ 16,339.48	\$ 3,109.40	\$ 6,333.95	\$ 6,218.79		\$ 111,245.75
DSC+OH		\$ 7,042.84	\$ 51,513.34	\$ -	\$ 34,660.83	\$ 38,323.11	\$ 27,122.48	\$ 5,161.40	\$ 10,513.95	\$ 10,322.79		\$ 184,660.75
Fee (0.3 of DSC)	30%	\$ 840.00	\$ 6,144.00	\$ -	\$ 4,134.00	\$ 4,570.80	\$ 3,234.90	\$ 615.60	\$ 1,254.00	\$ 1,231.20		\$ 22,024.50
Sub-Total Burdened Labor Cost		\$ 7,882.84	\$ 57,657.34	\$ -	\$ 38,794.83	\$ 42,893.91	\$ 30,357.38	\$ 5,777.00	\$ 11,767.95	\$ 11,553.99		\$ 206,685.25

REIMBURSABLES					
	Item	Quantity	Unit	Unit Cost	Sub-Totals
	Reproduction	0	Lump Sum	\$ 1.00	\$ -
	Mileage (GSA)	0	Each	\$ 0.58	\$ -
	Postage/Courier	0	Each	\$ 1.00	\$ -
	Field Equipment	0	Lump Sum	\$ 1.00	\$ -
	Parking	0	Each	\$ 1.00	\$ -
	Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
	Lodging (GSA)	0	Each	\$ 100.00	\$ -
	Rental Car	0	Each	\$ 1.00	\$ -
	Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables					\$ -

KPFF SEA Summary Total Project Costs	\$ 206,685
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Exhibit B - Fee Estimate
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
KPFF - Transportation Group

9/7/2023

	Description	Notes	Principal	Project Manager	Task Order Manager	Civil Engineer	CAD Tech I	Project Controls	Total Hours	Total Direct Salary Cost	OH (1.5153)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 100	Project Management		4	122	0	34	0	82	242	\$ 15,242	\$ 23,096	\$ 38,338	\$ 4,573	\$ 42,911
100.1	Project Management			76				56	132	\$ 8,096	\$ 12,268	\$ 20,364	\$ 2,429	\$ 22,793
100.1.1	Project Team Management and Coordination					12			12	\$ 780	\$ 1,182	\$ 1,962	\$ 234	\$ 2,196
100.1.2	Monthly Progress Reports			14				14	28	\$ 1,624	\$ 2,461	\$ 4,085	\$ 487	\$ 4,572
100.1.3	Project Progress meetings			22		18		12	52	\$ 3,362	\$ 5,094	\$ 8,456	\$ 1,009	\$ 9,465
100.1.4	Project Schedule			10		4			14	\$ 1,060	\$ 1,606	\$ 2,666	\$ 318	\$ 2,984
100.2	Perform Quality Assurance and Quality Control		4						4	\$ 320	\$ 485	\$ 805	\$ 96	\$ 901
Task 200	Survey		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 500	Permitting		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		0	20	0	64	36	0	120	\$ 6,732	\$ 10,201	\$ 16,933	\$ 2,020	\$ 18,953
800.1	Prepare 100% Level Design Plans			10		40	36		86	\$ 4,372	\$ 6,625	\$ 10,997	\$ 1,312	\$ 12,308
800.2	Prepare 100% Level Design Plan Specifications			8		16			24	\$ 1,680	\$ 2,546	\$ 4,226	\$ 504	\$ 4,730
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate			2		8			10	\$ 680	\$ 1,030	\$ 1,710	\$ 204	\$ 1,914
800.4	Project Coordination Meetings & PM								0	\$ -	\$ -	\$ -	\$ -	\$ -
800.5	Prepare Easement Exhibit and Descriptions								0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		0	14	0	42	20	0	76	\$ 4,390	\$ 6,652	\$ 11,042	\$ 1,317	\$ 12,359
900.1	Prepare Bid-ready Design Plans			4		20	20		44	\$ 2,160	\$ 3,273	\$ 5,433	\$ 648	\$ 6,081
900.2	Prepare Bid-ready Specifications			8		16			24	\$ 1,680	\$ 2,546	\$ 4,226	\$ 504	\$ 4,730
900.3	Prepare Final Engineer's Construction Cost Estimate			2		6			8	\$ 550	\$ 833	\$ 1,383	\$ 165	\$ 1,548
900.4	Project Coordination Meetings & PM								0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000	Construction Phase Project Management		0	48	0	0	0	32	80	\$ 4,992	\$ 7,564	\$ 12,556	\$ 1,498	\$ 14,054
1000.1	Construction Phase Project Management			48				32	80	\$ 4,992	\$ 7,564	\$ 12,556	\$ 1,498	\$ 14,054
0		0							0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		0	12	0	20	4	0	36	\$ 2,368	\$ 3,588	\$ 5,956	\$ 710	\$ 6,667
1100.1	Pre-Bid Meeting			4		4			8	\$ 580	\$ 879	\$ 1,459	\$ 174	\$ 1,633
1100.2	Provide Clarification and Interpretation			4		8			12	\$ 840	\$ 1,273	\$ 2,113	\$ 252	\$ 2,365
1100.3	Prepare Addenda			4		8	4		16	\$ 948	\$ 1,437	\$ 2,385	\$ 284	\$ 2,669
0		0							0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		0	40	0	44	8	0	92	\$ 6,276	\$ 9,510	\$ 15,786	\$ 1,883	\$ 17,669
1200.1	Pre-Construction Conference			4		4			8	\$ 580	\$ 879	\$ 1,459	\$ 174	\$ 1,633
1200.2	Weekly Construction Meetings			20					20	\$ 1,600	\$ 2,424	\$ 4,024	\$ 480	\$ 4,504
1200.3	Requests for Information (RFIs)			8		24			32	\$ 2,200	\$ 3,334	\$ 5,534	\$ 660	\$ 6,194
1200.4	Review Shop Drawings and Materials Submittals								0	\$ -	\$ -	\$ -	\$ -	\$ -
1200.5	Change Orders					8	8		20	\$ 1,056	\$ 1,600	\$ 2,656	\$ 317	\$ 2,973
1200.6	General Construction Field Services			4		8			12	\$ 840	\$ 1,273	\$ 2,113	\$ 252	\$ 2,365
1200.7	Stone Column Inspection								0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0							0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours per person			4	256	0	204	68	114	646	\$ 40,000	\$ 60,612	\$ 100,612	\$ 12,000	\$ 112,612

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 80.00	\$ 80.00	\$ 75.00	\$ 65.00	\$ 27.00	\$ 36.00	Sub-Totals
Direct Salary Cost (DSC)		\$ 320	\$ 20,480	\$ -	\$ 13,260	\$ 1,836	\$ 4,104	\$ 40,000
Overhead Cost (1.5153 of DSC)	151.53%	\$ 485	\$ 31,033	\$ -	\$ 20,093	\$ 2,782	\$ 6,219	\$ 60,612
DSC+OH		\$ 805	\$ 51,513	\$ -	\$ 33,353	\$ 4,618	\$ 10,323	\$ 100,612
Fee (0.3 of DSC)	30%	\$ 96	\$ 6,144	\$ -	\$ 3,978	\$ 551	\$ 1,231	\$ 12,000
Sub-Total Burdened Labor Cost		\$ 901	\$ 57,657	\$ -	\$ 37,331	\$ 5,169	\$ 11,554	\$ 112,612

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA)	0	Each	\$ 0.58	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
Lodging (GSA)	0	Each	\$ 100.00	\$ -
Rental Car	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables				\$ -

KPFF - Transportation Group Total Project Costs **\$ 112,612**

Exhibit B - Fee Estimate

Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements

KPFF - Civil/Structural Group

3/30/2021

	Description	Notes	Principal	Project Manager	Task Order Manager	Structural Engineer	Design Engineer	CAD Tech II	Total Hours	Total Direct Salary Cost	OH (1.5153)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 100	Project Management		20	0	0	24	24	0	68	\$ 3,832	\$ 5,807	\$ 9,639	\$ 1,150	\$ 10,788
100.1	Project Management								0	\$ -	\$ -	\$ -	\$ -	\$ -
100.1.1	Project Team Management and Coordination								0	\$ -	\$ -	\$ -	\$ -	\$ -
100.1.2	Monthly Progress Reports	EMP							0	\$ -	\$ -	\$ -	\$ -	\$ -
100.1.3	Project Progress meetings	44EMP - 28STS	12						12	\$ 960	\$ 1,455	\$ 2,415	\$ 288	\$ 2,703
100.1.4	Project Schedule								0	\$ -	\$ -	\$ -	\$ -	\$ -
100.2	Perform Quality Assurance and Quality Control		8			24	24		56	\$ 2,872	\$ 4,352	\$ 7,224	\$ 862	\$ 8,086
Task 200	Survey		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 500	Permitting		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		0	0	0	118	32	52	202	\$ 10,308	\$ 15,620	\$ 25,928	\$ 3,092	\$ 29,020
800.1	Prepare 100% Level Design Plans	92EMP - 56STS				56	32	52	140	\$ 7,084	\$ 10,734	\$ 17,818	\$ 2,125	\$ 19,944
800.2	Prepare 100% Level Design Plan Specifications	24EMP - 16 STS				40			40	\$ 2,080	\$ 3,152	\$ 5,232	\$ 624	\$ 5,856
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate	8EMP - 6STS				14			14	\$ 728	\$ 1,103	\$ 1,831	\$ 218	\$ 2,050
800.4	Project Coordination Meetings & PM					8			8	\$ 416	\$ 630	\$ 1,046	\$ 125	\$ 1,171
800.5	Prepare Easement Exhibit and Descriptions								0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		0	0	0	40	16	16	72	\$ 3,616	\$ 5,479	\$ 9,095	\$ 1,085	\$ 10,180
900.1	Prepare Bid-ready Design Plans	32EMP - 24STS				20	16	16	52	\$ 2,576	\$ 3,903	\$ 6,479	\$ 773	\$ 7,252
900.2	Prepare Bid-ready Specifications	4EMP-4STS				8			8	\$ 416	\$ 630	\$ 1,046	\$ 125	\$ 1,171
900.3	Prepare Final Engineer's Construction Cost Estimate	4EMP-4STS				8			8	\$ 416	\$ 630	\$ 1,046	\$ 125	\$ 1,171
900.4	Project Coordination Meetings & PM					4			4	\$ 208	\$ 315	\$ 523	\$ 62	\$ 586
Task 1000	Construction Phase Project Management		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		3	0	0	17	0	8	28	\$ 1,564	\$ 2,370	\$ 3,934	\$ 469	\$ 4,403
1100.1	Pre-Bid Meeting					5			5	\$ 260	\$ 394	\$ 654	\$ 78	\$ 732
1100.2	Provide Clarification and Interpretation		1			4			5	\$ 288	\$ 436	\$ 724	\$ 86	\$ 811
1100.3	Prepare Addenda		2			8		8	18	\$ 1,016	\$ 1,540	\$ 2,556	\$ 305	\$ 2,860
0		0							0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		4	0	0	94	191	0	289	\$ 13,039	\$ 19,758	\$ 32,797	\$ 3,912	\$ 36,709
1200.1	Pre-Construction Conference					5	5		10	\$ 465	\$ 705	\$ 1,170	\$ 140	\$ 1,309
1200.2	Weekly Construction Meetings					20			20	\$ 1,040	\$ 1,576	\$ 2,616	\$ 312	\$ 2,928
1200.3	Requests for Information (RFIs)					10	40		50	\$ 2,160	\$ 3,273	\$ 5,433	\$ 648	\$ 6,081
1200.4	Review Shop Drawings and Materials Submittals					27	108		135	\$ 5,832	\$ 8,837	\$ 14,669	\$ 1,750	\$ 16,419
1200.5	Change Orders		4			8	30		42	\$ 1,966	\$ 2,979	\$ 4,945	\$ 590	\$ 5,535
1200.6	General Construction Field Services					24	8		32	\$ 1,576	\$ 2,388	\$ 3,964	\$ 473	\$ 4,437
1200.7	Stone Column Inspection								0	\$ -	\$ -	\$ -	\$ -	\$ -
0		0							0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours per person			27	0	0	293	263	76	659	\$ 32,359	\$ 49,034	\$ 81,393	\$ 9,708	\$ 91,100

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 80.00	\$ 80.00	\$ 75.00	\$ 52.00	\$ 41.00	\$ 55.00	Sub-Totals
Direct Salary Cost (DSC)		\$ 2,160	\$ -	\$ -	\$ 15,236	\$ 10,783	\$ 4,180	\$ 32,359
Overhead Cost (1.5153 of DSC)	151.53%	\$ 3,273	\$ -	\$ -	\$ 23,087	\$ 16,339	\$ 6,334	\$ 49,034
DSC+OH		\$ 5,433	\$ -	\$ -	\$ 38,323	\$ 27,122	\$ 10,514	\$ 81,393
Fee (0.3 of DSC)	30%	\$ 648	\$ -	\$ -	\$ 4,571	\$ 3,235	\$ 1,254	\$ 9,708

Sub-Total Burdened Labor Cost	\$ 6,081	\$ -	\$ -	\$ 42,894	\$ 30,357	\$ 11,768	\$ 91,100
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REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA)	0	Each	\$ 0.58	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
Lodging (GSA)	0	Each	\$ 100.00	\$ -
Rental Car	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -

Sub-Total Reimbursables	\$ -
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PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)										0.0	\$	-
Sub-Total Salary Escalation										Total	\$	-

KPFF - Civil/Structural Group Total Project Costs	\$ 91,100
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Exhibit B - Fee Estimate
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
0 KPFF - Civil/Structural Group
3/30/2021

	Description	Notes	Principal	Project Manager	Task Order Manager	Civil Engineer	CAD Tech I	Total Hours	Total Direct Salary Cost	OH (1.5153)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 100	Project Management		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 200	Survey		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 500	Permitting		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		4	0	0	8	8	20	\$ 1,056.00	\$ 1,600.16	\$ 2,656.16	\$ 316.80	\$ 2,972.96
800.1	Prepare 100% Level Design Plans							0	\$ -	\$ -	\$ -	\$ -	\$ -
800.2	Prepare 100% Level Design Plan Specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate							0	\$ -	\$ -	\$ -	\$ -	\$ -
800.4	Project Coordination Meetings & PM							0	\$ -	\$ -	\$ -	\$ -	\$ -
800.5	Prepare Easement Exhibit and Descriptions		4			8	8	20	\$ 1,056.00	\$ 1,600.16	\$ 2,656.16	\$ 316.80	\$ 2,972.96
Task 900	Bid-Ready Plans, Specifications and Estimate		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000	Construction Phase Project Management		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Hours per person		4	0	0	8	8	20	\$ 1,056.00	\$ 1,600.16	\$ 2,656.16	\$ 316.80	\$ 2,972.96

BURDENED LABOR COST													
Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)			\$ 80.00	\$ 80.00	\$ 75.00	\$ 65.00	\$ 27.00	Sub-Totals					
Direct Salary Cost (DSC)			\$ 320.00	\$ -	\$ -	\$ 520.00	\$ 216.00	\$ 1,056.00					
Overhead Cost (1.5153 of DSC)			151.53%	\$ 484.90	\$ -	\$ -	\$ 787.98	\$ 1,600.16					
DSC+OH				\$ 804.90	\$ -	\$ -	\$ 1,307.98	\$ 2,656.16					
Fee (0.3 of DSC)			30%	\$ 96.00	\$ -	\$ -	\$ 156.00	\$ 316.80					
Sub-Total Burdened Labor Cost				\$ 900.90	\$ -	\$ -	\$ 1,463.98	\$ 808.10 \$ 2,972.96					

REIMBURSABLES					
	Item	Quantity	Unit	Unit Cost	Sub-Totals
	Reproduction	0	Lump Sum	\$ 1.00	\$ -
	Mileage (GSA)	0	Each	\$ 0.58	\$ -
	Postage/Courier	0	Each	\$ 1.00	\$ -
	Field Equipment	0	Lump Sum	\$ 1.00	\$ -
	Parking	0	Each	\$ 1.00	\$ -
	Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
	Lodging (GSA)	0	Each	\$ 100.00	\$ -
	Rental Car	0	Each	\$ 1.00	\$ -
	Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables					\$ -

PRORATED SALARY ESCALATION					
Escalation (0% of Labor x 0% Increase)				% Increase	0.0
Sub-Total Salary Escalation				Total	\$ -
KPFF - Civil/Structural Group Total Project Costs					
					\$ 2,973

Exhibit B - Fee Estimate
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
0
Anchor QEA

9/7/2023

	Description	Notes	Principal Planner	Senior Managing Scientist	Managing Planner	Senior Scientist	Staff 2 Scientist	CAD Designer	Technical Editor	Project Coordinator	Total Hours	Total Direct Salary Cost	OH (2.0265)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 100	Project Management		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 200	Survey		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 500	Permitting		1	6	0	45	24	8	6	8	98	\$ 4,378	\$ 8,872	\$ 13,250	\$ 1,313	\$ 14,563
500.1	Agency Coordination										0	\$ -	\$ -	\$ -	\$ -	\$ -
500.2	Permit Applications		1	6		45	24	8	6	8	98	\$ 4,378	\$ 8,872	\$ 13,250	\$ 1,313	\$ 14,563
500.3	Habitat Modeling and Mitigation										0	\$ -	\$ -	\$ -	\$ -	\$ -
500.4	OHWM and Wetland Delineation										0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1000	Construction Phase Project Management		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours per person			1	6	0	45	24	8	6	8	98	\$ 4,378	\$ 8,872	\$ 13,250	\$ 1,313	\$ 14,563

BURDENED LABOR COST											
Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)											
Direct Salary Cost (DSC)		\$ 97.43	\$ 70.75	\$ 55.29	\$ 49.89	\$ 35.95	\$ 42.12	\$ 30.99	\$ 28.16	Sub-Totals	
Overhead Cost (2.0265 of DSC)	202.65%	\$ 197	\$ 860	\$ -	\$ 4,550	\$ 1,748	\$ 683	\$ 377	\$ 457	\$ 8,872	
DSC+OH		\$ 295	\$ 1,285	\$ -	\$ 6,795	\$ 2,611	\$ 1,020	\$ 563	\$ 682	\$ 13,250	
Fee (0.3 of DSC)	30%	\$ 29	\$ 127	\$ -	\$ 674	\$ 259	\$ 101	\$ 56	\$ 68	\$ 1,313	
Sub-Total Burdened Labor Cost		\$ 324	\$ 1,412	\$ -	\$ 7,468	\$ 2,870	\$ 1,121	\$ 619	\$ 749	\$ 14,563	

REIMBURSABLES				
Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA)	0	Each	\$ 0.58	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
Lodging (GSA)	0	Each	\$ 100.00	\$ -
Rental Car	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables				\$ -

Sub-Total Salary Escalation	\$ -
Anchor QEA Total Project Costs	\$ 14,563

Exhibit B - Fee Estimate
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
Bluecoast Engineers

9/7/2023

	Description	Notes	Principal Engineer	Senior Engineer	Position 3	Total Hours	Total Direct Salary Cost	OH (0.9705)
Task 100	Project Management		0	0	0	0	\$ -	\$ -
Task 200	Survey		0	0	0	0	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	\$ -	\$ -
Task 500	Permitting		0	0	0	0	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	\$ -	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		4	17	0	21	\$ 1,329	\$ 1,290
800.1	Prepare 100% Level Design Plans		2	5		7	\$ 451	\$ 438
800.2	Prepare 100% Level Design Plan Specifications		2	8		10	\$ 634	\$ 615
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate			4		4	\$ 244	\$ 237
800.4	Project Coordination Meetings & PM					0	\$ -	\$ -
800.5	Prepare Easement Exhibit and Descriptions					0	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		4	12	0	16	\$ 1,024	\$ 994
900.1	Prepare Bid-ready Design Plans		2	4		6	\$ 390	\$ 378
900.2	Prepare Bid-ready Specifications		2	4		6	\$ 390	\$ 378
900.3	Prepare Final Engineer's Construction Cost Estimate			4		4	\$ 244	\$ 237
900.4	Project Coordination Meetings & PM					0	\$ -	\$ -
Task 1000	Construction Phase Project Management		0	0	0	0	\$ -	\$ -
Task 1100	Bid Support Services		0	0	0	0	\$ -	\$ -
Task 1200	Construction Support Services		0	0	0	0	\$ -	\$ -
Total Hours per person			8	29	0	37	\$ 2,352	\$ 2,283

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 72.93	\$ 61.00	\$ -	Sub-Totals
Direct Salary Cost (DSC)		\$ 583	\$ 1,769	\$ -	\$ 2,352
Overhead Cost (0.9705 of DSC)	97.05%	\$ 566	\$ 1,717	\$ -	\$ 2,283
DSC+OH		\$ 1,150	\$ 3,486	\$ -	\$ 4,635
Fee (0.3 of DSC)	30%	\$ 175	\$ 531	\$ -	\$ 706
Sub-Total Burdened Labor Cost		\$ 1,325	\$ 4,017	\$ -	\$ 5,341

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA)	0	Each	\$ 0.58	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
Lodging (GSA)	0	Each	\$ 100.00	\$ -
Rental Car	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables			\$ -	\$ -

PRORATED SALARY ESCALATION

	% of Labor	% Increase	
Escalation (0% of Labor x 0% Increase)	0.0	0.0	\$ -
Sub-Total Salary Escalation		Total	\$ -

Bluecoast Engineers Total Project Costs **\$ 5,341**

Exhibit B - Fee Estimate
Eclipse Mill Park Waterfront Amenities and South Trail Site Improvements
MacLeod Reckord

9/7/2023

	Description	Notes	Principal 1	Principal 2	Associate	LA 1	LD 1	Admin 1	Admin 2	Total Hours	Total Direct Salary Cost	OH (2.19)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 100	Project Management		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 200	Survey		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 300	Geotechnical		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 400	River Hydraulic Analyses		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 500	Permitting		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 600	60% Design Development and Plans Specifications and Estimates		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 700	90% Design Development and Plans Specifications and Estimate		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 800	100% Plans, Specifications and Estimate		30	8	88	34	44	0	24	228	\$ 9,988.00	\$ 21,873.72	\$ 31,861.72	\$ 2,996.40	\$ 34,858.12
800.1	Prepare 100% Level Design Plans		16	8	64	28	34			150	\$ 6,570.00	\$ 14,388.30	\$ 20,958.30	\$ 1,971.00	\$ 22,929.30
800.2	Prepare 100% Level Design Plan Specifications		4		8	6		16		34	\$ 1,416.00	\$ 3,101.04	\$ 4,517.04	\$ 424.80	\$ 4,941.84
800.3	Prepare 100% Level Design Plan Engineer's Construction Cost Estimate		2		8		10		8	28	\$ 1,154.00	\$ 2,527.26	\$ 3,681.26	\$ 346.20	\$ 4,027.46
800.4	Project Coordination Meetings & PM		8		8					16	\$ 848.00	\$ 1,857.12	\$ 2,705.12	\$ 254.40	\$ 2,959.52
800.5	Prepare Easement Exhibit and Descriptions									0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 900	Bid-Ready Plans, Specifications and Estimate		10	2	18	6	0	0	6	42	\$ 1,966.00	\$ 4,305.54	\$ 6,271.54	\$ 589.80	\$ 6,861.34
900.1	Prepare Bid-ready Design Plans		2	2	11	6				21	\$ 942.00	\$ 2,062.98	\$ 3,004.98	\$ 282.60	\$ 3,287.58
900.2	Prepare Bid-ready Specifications		2		4			6		12	\$ 526.00	\$ 1,151.94	\$ 1,677.94	\$ 157.80	\$ 1,835.74
900.3	Prepare Final Engineer's Construction Cost Estimate		2		3					5	\$ 258.00	\$ 565.02	\$ 823.02	\$ 77.40	\$ 900.42
900.4	Project Coordination Meetings & PM		4							4	\$ 240.00	\$ 525.60	\$ 765.60	\$ 72.00	\$ 837.60
Task 1000	Construction Phase Project Management		0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1100	Bid Support Services		12	0	8	4	0	0	0	24	\$ 1,232.00	\$ 2,698.08	\$ 3,930.08	\$ 369.60	\$ 4,299.68
1100.1	Pre-Bid Meeting		4							4	\$ 240.00	\$ 525.60	\$ 765.60	\$ 72.00	\$ 837.60
1100.2	Provide Clarification and Interpretation		4		4					8	\$ 424.00	\$ 928.56	\$ 1,352.56	\$ 127.20	\$ 1,479.76
1100.3	Prepare Addenda		4		4	4				12	\$ 568.00	\$ 1,243.92	\$ 1,811.92	\$ 170.40	\$ 1,982.32
0		0								0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1200	Construction Support Services		78	0	62	0	0	0	0	140	\$ 7,532.00	\$ 16,495.08	\$ 24,027.08	\$ 2,259.60	\$ 26,286.68
1200.1	Pre-Construction Conference		4		4					8	\$ 424.00	\$ 928.56	\$ 1,352.56	\$ 127.20	\$ 1,479.76
1200.2	Weekly Construction Meetings		32		16					48	\$ 2,656.00	\$ 5,816.64	\$ 8,472.64	\$ 796.80	\$ 9,269.44
1200.3	Requests for Information (RFIs)		15		15					30	\$ 1,590.00	\$ 3,482.10	\$ 5,072.10	\$ 477.00	\$ 5,549.10
1200.4	Review Shop Drawings and Materials Submittals		15		15					30	\$ 1,590.00	\$ 3,482.10	\$ 5,072.10	\$ 477.00	\$ 5,549.10
Total Hours per person			130	10	176	44	44	0	30	434	\$ 20,718.00	\$ 45,372.42	\$ 66,090.42	\$ 6,215.40	\$ 72,305.82

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 60.00	\$ 50.00	\$ 46.00	\$ 36.00	\$ 37.00	\$ 39.00	\$ 37.00	Sub-Totals
Direct Salary Cost (DSC)		\$ 7,800.00	\$ 500.00	\$ 8,096.00	\$ 1,584.00	\$ 1,628.00	\$ -	\$ 1,110.00	\$ 20,718.00
Overhead Cost (2.19 of DSC)	219.00%	\$ 17,082.00	\$ 1,095.00	\$ 17,730.24	\$ 3,468.96	\$ 3,565.32	\$ -	\$ 2,430.90	\$ 45,372.42
DSC+OH		\$ 24,882.00	\$ 1,595.00	\$ 25,826.24	\$ 5,052.96	\$ 5,193.32	\$ -	\$ 3,540.90	\$ 66,090.42
Fee (0.3 of DSC)	30%	\$ 2,340.00	\$ 150.00	\$ 2,428.80	\$ 475.20	\$ 488.40	\$ -	\$ 333.00	\$ 6,215.40
Sub-Total Burdened Labor Cost		\$ 27,222.00	\$ 1,745.00	\$ 28,255.04	\$ 5,528.16	\$ 5,681.72	\$ -	\$ 3,873.90	\$ 72,305.82

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA)	605	Each	\$ 0.58	\$ 350.90
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (GSA) (Meals and Incidentals)	0	Each	\$ 66.00	\$ -
Lodging (GSA)	0	Each	\$ 100.00	\$ -
Rental Car	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
Sub-Total Reimbursables				\$ 350.90

PRORATED SALARY ESCALATION

Escalation (0% of Labor x 0% Increase)	% of Labor	% Increase	\$ -
	0	0.0	\$ -
Sub-Total Salary Escalation		Total	\$ -

MacLeod Reckord Total Project Costs **\$ 72,657**

Project title: Grant application approval for Thornton A. Sullivan Park Culvert Replacement

Council Bill # *interoffice use*

Agenda dates requested:

January 10, 2024

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Draft Resolution

Department(s) involved:

Public Works

Contact person:

Sarrah Superville

Phone number:

425-257-8922

Email:

ssuperville@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Thornton A. Sullivan Park Culvert Replacement

Partner/Supplier: Brian Abbott Fish Barrier Removal Board/ Recreation & Conservation Office

Location: Thornton A. Sullivan Park at Silver Lake

Preceding action: None

Fund: 401 – Water/Sewer Utility

Fiscal summary statement:

The City of Everett has an opportunity to apply for a grant in the amount of \$358,500 through the Brian Abbott Fish Barrier Removal Board (FBRB), a board jointly administered by the Department of Fish and Wildlife (WDFW) and Recreation and Conservation Office (RCO). RCO will manage the agreement and funding. A grant match of \$63,500 (15%) is required in the 2025-2027 program. This will be sourced through the Water/Sewer Utility fund (401) No budget amendments are necessary.

Project summary statement:

If awarded, this grant will offer an opportunity for the city to restore a natural open stream channel connection between the Thornton Creek tributary and Silver Lake. The project will remove the existing 400-foot culvert that currently runs under Thornton A. Sullivan Park and outlets at the park's beach, and provide access to the only spawning and in stream rearing habitat available to resident and migratory fish species upstream of the lake.

The project is part of the City's current Surface Water Comprehensive Plan (Volume 2, Penny Creek Basin Plan) to improve fish passage and aquatic and riparian habitat connectivity in the Penny Creek Basin and the Lake Washington Watershed.

City and community benefits include fish habitat improvement which will enhance fishing opportunities at Silver Lake, and opportunities to educate the public on fish passage and priority fish species.

Grant application deadline is January 18, 2024. Information on this grant is available at <https://rco.wa.gov/grant/brian-abbott-fish-barrier-removal-board/>

Recommendation (exact action requested of Council):

Authorize the Mayor or her designee to apply for grant funding and adopt a resolution that designates authorized representatives to act on behalf of the City of Everett and sign all necessary documents with respect to the 2025-2027 Fish Barrier Removal Board grant for the Thornton A. Sullivan Park Culvert Replacement project in the amount of \$358,500.



RESOLUTION NO. _____

A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the THORNTON A. SULLIVAN PARK (AT SILVER LAKE) CULVERT REPLACEMENT project

WHEREAS,

- A. This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).
- B. Grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above; In this resolution, the City is referred to as “our organization.”

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”
- 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Public Works Director or designee
Project contact (day-to-day administering of the grant and communicating with the RCO)	Public Works Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the on the property with the county.	Mayor

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and

pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Councilmember introducing resolution



RESOLUTION

Page 3 of 4

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Approve Settlement Agreement for Acquisition of the Waits Motel

Council Bill # *interoffice use*

Agenda dates requested:

1/10/24

Briefing

Proposed action

Consent

Action 1/10/24

Ordinance

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

Settlement Agreement

Department(s) involved:

Legal

Contact person:

David Hall

Phone number:

425-257-8624

Email:

dhall@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Waits Motel Condemnation

Partner/Supplier: N/A

Location: Waits Motel

Preceding action: [Ordinance](#), 8.2.23

Fund: Fund 162 – CIP4

Fiscal summary statement:

Property Acquisition under Settlement Agreement is \$1,850,000.

Project summary statement:

The City Council adopted an ordinance on August 2, 2023, to exercise eminent domain to condemn the Waits Motel under the blight condemnation statute, RCW 35.80A.

By approval of the attached settlement agreement, the City will pay \$1,850,000 to the owner of the Waits Motel and the owner's bank for the Waits Motel property. Within a few days after Council approval, the Waits Motel property will transfer to the City by entry of a Decree of Appropriation by the Snohomish County Superior Court, which will also end the condemnation lawsuit.

The settlement agreement is already signed by the owner, the bank, and the Mayor. However, section 10 of the settlement agreement states that the settlement agreement is null and void unless the City Council approves it before January 31, 2024.

Recommendation (exact action requested of Council):

Approve Settlement Agreement for Acquisition of Waits Motel

CR 2A SETTLEMENT AGREEMENT
City of Everett v. Marmina LLC et al.
Snohomish County Superior Court Cause No. 23-2-06212-31

THIS CR 2A AGREEMENT (the "Agreement") is made and entered into by and between the City of Everett (the "City"), Marmina LLC ("Marmina"), and Hanmi Bank. The parties agree as follows:

1. Recitals

1.1 Marmina owns real property commonly known as 1301 Lombard Avenue in Everett, Washington, Snohomish County Tax Parcel No. 290517-003-014-00, and legally described in Exhibit 1 to the Petition for Condemnation described in this Agreement (the "Property"). Hanmi Bank partially financed the Property when Marmina acquired the Property in 2021.

1.2 On or about August 28, 2023, the City filed a Petition for Condemnation in Snohomish County Superior Court Cause No. 23-2-06212-31 (the "Lawsuit") to acquire the Property as necessary for the elimination of neighborhood blight. The City seeks to acquire the entirety of the Property in fee simple absolute.

1.3 The parties participated in mediation with Judge John R. Ruhl (Ret.) on December 18, 2023, in an effort to resolve all claims between the parties in the Lawsuit. Following further discussions between the parties including the exchange of offers and counteroffers, parties agreed to settle this matter and enter into this Agreement.

2. Just Compensation. The parties agree that just compensation for the taking and damaging of the Property shall be One Million Eight Hundred Twenty-Five Thousand and no/100 Dollars (\$1,825,000.00), plus Twenty-five Thousand and No/100 Dollars (\$25,000.00) for attorneys' fees pursuant to RCW 8.25.070 for a total payment of One Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00).

3. Agreed Judgment and Decree of Appropriation. The parties shall execute an Agreed Judgment and Decree of Appropriation in the substantially the form attached hereto.

4. Mutual Releases. Except for claims arising from this CR 2A Agreement, the City and Marmina release each other, their agents, officers, elected officials, employees, managers, members, and any and all other parties from any and all other claims arising out the acquisition of the Property at issue in this action and any and all other claims, known and unknown, between the City and Marmina, as of the date of this Agreement, including, but not limited to, any and all damages, attorney fees, expert fees, expenses, and court costs. Unless and until its debt has been satisfied, Hanmi Bank reserves all senior lien claims in the just compensation proceeds, as well as all claims, rights and remedies against Marmina.

5. Cooperation. The parties agree to cooperate and execute any additional documents necessary to effectuate the settlement between them and to bind themselves to the settlement terms.

6. Representations and Warranties. The parties represent and warrant that they own and have not transferred or assigned any claims to be dismissed or released under the terms of this Agreement.

7. Fees and Costs. The parties shall bear their own attorneys' fees and costs except as otherwise stated herein.

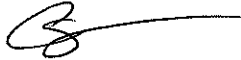
8. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington.

9. Signatures/Counterparts. This Agreement may be signed in counterparts. A signature in ink, pdf-scan, or electronic signature in any format is fully binding.

10. Legislative Approval. The settlement hereunder is subject to approval by the City Council of the City of Everett, Washington. If this approval does not occur on or before January 31, 2024, then this Agreement is null and void and will be inadmissible in any proceeding between any of the parties.

AGREED TO AND EXECUTED BY:

THE CITY OF EVERETT

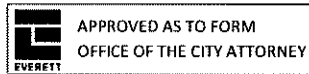


By: Cassie Franklin
Its: Mayor
Date: 12/27/2023

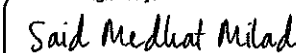
Attest:



Office of the City Clerk



MARMINA LLC



By: Said Medhat
Its: Managing Member
Date: December 22, 2023

HANMI BANK



By: Jeannine Chu
Its: SVP Manager
Date: 12/27/2023

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2
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6 IN THE SUPERIOR COURT OF WASHINGTON
7 IN AND FOR SNOHOMISH COUNTY

8 CITY OF EVERETT, a Washington municipal
corporation,

9 Petitioner,

10 v.

11 MARMINA LLC, a Washington limited
liability company; and HANMI BANK,

12 Respondents.
13

No. 23-2-06212-31

STIPULATED FINDINGS OF FACT,
CONCLUSIONS OF LAW, JUDGMENT,
DECREE OF APPROPRIATION

CLERK'S ACTION REQUIRED

Tax Parcel No. 290517-003-014-00

14 Petitioner, City of Everett, and Respondents Marmina LLC and Hanmi Bank stipulate to
15 entry of this Stipulated Findings of Fact, Conclusions of Law, Judgment, and Decree of
16 Appropriation ("Judgment"), as follows:

17 **1. JUDGMENT SUMMARY**

18 **1.1. AMOUNT OF JUDGMENT.**

Total amount of Just Compensation: \$1,850,000.00

19 **1.2. JUDGMENT CREDITOR.** MARMINA LLC, a Washington limited liability
20 company, represented by Eugene W. Wong, Lasher Holzapfel Sperry & Ebberson, 601 Union
21 Street, Suite 2600, Seattle, WA 98101, (206) 654-2486.
22
23

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW,
JUDGMENT AND DECREE OF APPROPRIATION – 1

FOSTER GARVEY PC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

1 1.3. JUDGMENT DEBTOR. City of Everett, represented by Kinnon W. Williams and
2 Adrian Urquhart Winder, Foster Garvey PC, 1111 Third Avenue, Suite 3000, Seattle, WA 98101,
3 (206) 447-4400.

4 1.4. COSTS. Statutory costs are waived.

5 1.5. LEGAL DESCRIPTION. See legal description contained in the attached Exhibit A
6 ("Property").

7 1.6. SNOHOMISH COUNTY TAX ACCOUNT NUMBER: 290517-003-014-00.

8 **2. INTRODUCTION**

9 THIS MATTER came before the undersigned judge of the above-entitled court on the
10 stipulation of the Petitioner, City of Everett ("City"), Respondent MARMINA LLC, and
11 Respondent Hanmi Bank (collectively, "Respondents"). The City is represented by Kinnon W.
12 Williams, and Adrian Urquhart Winder, Foster Garvey PLLC. Respondent is represented by
13 Eugene W. Wong, Lasher Holzapfel Sperry & Ebberson. Respondent Hanmi Bank, which holds
14 a security interest in the Property is represented by Brian Born, Selby Morgan & Born, PLLC. The
15 Court received this stipulation of the Parties, including for entry of this Judgment, and is advised
16 in the premises. The Court hereby makes and enters this Judgment and Decree of Appropriation.

17 **3. STIPULATION**

18 3.1. The City and the Respondents are each a "Party" and together the "Parties" to this
19 matter. The Parties agree that the just compensation for the Property and other costs hereunder is
20 One Million Eight Hundred Twenty-five Thousand and No/100 Dollars (\$1,825,000.00) plus
21 Twenty-Five Thousand (\$25,000) for attorneys' fees pursuant to RCW 8.25.070 (the "Judgment
22 Amount"). The Judgment Amount represents a full and final settlement of all claims related to the
23

1 City's taking of the Property, including but not limited to interest, expert fees, attorney fees, costs,
2 and any claims of damages or other diminution in value.

3 3.2. This Judgment and the Judgment Amount were reached following good faith
4 negotiations and reflect considered evaluation of the risks associated with further litigation,
5 including the continued commitment of resources by the Parties. The Judgment Amount is a
6 compromise and settlement and does not constitute an acknowledgement of the claims or defenses
7 of either Party as to the issues in this matter.

8 3.3. The Property acquired by the City is legally described in the attached Exhibit A and
9 consists of a fee simple absolute interest in the Property, Snohomish County Tax Parcel Number
10 290517-003-014-00, commonly known as 1301 Lombard Avenue in Everett, Washington.
11 Exhibit A is incorporated herein by this reference.

12 3.4. The Parties hereby stipulate to entry of this Judgment.

13 **4. PUBLIC USE AND NECESSITY**

14 The Parties stipulate that this acquisition is for a public use and is necessary for that public
15 use as determined by the City Council of the City of Everett.

16 **5. JUDGMENT AND APPROPRIATION**

17 5.1. The total just compensation to be paid by the City to Respondent Marmina LLC,
18 the fee owner of the property, subject to the senior lien rights of Hanmi Bank in the Judgment
19 Amount, for and in connection with the taking and damaging of the Property, together with any
20 improvements thereon, attorney, expert/evaluation fees, and interest, if any, is the amount of One
21 Million Eight Hundred Fifty Thousand and No/100 Dollars (\$1,850,000.00). Said sum shall be
22 paid to the Clerk of the Court within twenty-one (21) court days of entry of this Judgment. Interest
23

1 at the statutory rate shall accrue on and after the twenty-first (21st) day following entry of the
2 Judgment on the Judgment Amount until paid.

3 5.2 Upon entry of this Judgment and payment of the Judgment Amount under
4 Section 6.1, the City shall have all right, title, and interest in the Property, as described in
5 Section 3.3.

6 **6. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

7 Sections 2 through 5 above shall be and hereby are adopted as Findings of Fact and
8 Conclusions of Law. Now, therefore, in accordance with the foregoing Findings of Fact and
9 Conclusions of Law, it is hereby ordered, adjudged, and decreed as follows.

10 **7. JUDGMENT**

11 7.1. Sections 2 through 6 above are incorporated herein by this reference.

12 7.2. Upon entry of this Judgment, the Clerk is ordered to strike the trial date and remove
13 the matter from the trial calendar.

14 7.3. Upon entry of this Judgment and payment of the Judgment Amount as set forth in
15 Section 5 above, the City shall have all right and title to the Property described at Section 3.3
16 herein.

17 7.4. The Clerk shall not issue a "certified abstract of judgment" contained in the
18 execution docket, otherwise denominated by the Clerk "transcript of judgment docket," the sole
19 and only purpose of which is presentation for payment. The sole method of payment shall be
20 through the court registry as directed herein.

21 7.5. The Judgment Amount is subject to the senior deed of trust of Hanmi Bank as well
22 as potentially other junior liens, mortgages, security interests, judgments, liens of taxes levied by
23 the state, county, city, and/or any other tax levying public body. *See* RCW 84.60.050. The Clerk

1 of the Court shall not disburse any of the funds deposited to respondent Marmina, LLC until after
2 receiving proof, sufficient to the Clerk of the Court, that the senior deed of trust of Hanmi Bank
3 has been paid, and that all other junior liens, if any, have been paid and discharged. The Hanmi
4 Bank indebtedness shall be paid by the Clerk of the Court from the Judgment Amount upon motion
5 of Hanmi Bank, provided that Hanmi Bank and Marmina, LLC agree that the loan payoff provided
6 by Hanmi Bank will include a maximum of \$4,500.00 in attorney's fees, a maximum of \$5,893.15
7 in late charges, and a discount of the prepayment penalty in the amount of \$10,856.30, and that
8 Hanmi Bank shall not assess default interest. By way of example, the loan payoff as of January
9 31, 2024 would be \$1,766,375.05. With a \$10,856.30 discount, Hanmi Bank would be willing to
10 accept \$1,755,518.75 on January 31, 2024 in satisfaction of this loan.

11 7.6. The Judgment Amount is further subject to delivery by Respondents of a completed
12 and signed W-9 to the City, and the Clerk of the Court shall not disburse any of the funds deposited
13 until after the City files with the Court an Acknowledgement of Receipt of W-9.

14 7.7. Costs are waived as to both Parties.

15 7.8. Upon entry of this Judgment, the Clerk is ordered to strike the trial date and remove
16 the matter from the trial calendar.

17 7.9. Petitioner shall record a copy of this Stipulated Findings of Fact, Conclusions of
18 Law, Judgment, and Decree of Appropriation with the Snohomish County Auditor's office.

19 DATED this ____ day of _____, 2023.

20
21 SUPERIOR COURT JUDGE / COURT COMMISSIONER

22 **Stipulated to and presented by:**

23
STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW,
JUDGMENT AND DECREE OF APPROPRIATION – 5

FOSTER GARVEY PC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700


1 FOSTER GARVEY PC

2
3 Kinnon W. Williams, WSBA No. 16201
4 Adrian Urquhart Winder, WSBA No. 38071
5 1111 Third Avenue, Suite 3000
6 Seattle, Washington 98101-3299
7 Telephone: (206) 447-4400
8 Email: kinnon.williams@foster.com
9 adrian.winder@foster.com

10 *Attorneys for Petitioner City of Everett*


11 **Stipulated to and notice of presentation waived by:**

12 LASHER HOLZAPFEL SPERRY & EBBERSON

13 
14 Eugene W. Wong, WSBA No. 29918
15 Sean V. Small, WSBA No. 37018
16 601 Union Street, Suite 2600
17 Seattle, WA 98101
18 Telephone: (206) 654-2486
19 Facsimile: (206) 340-2563
20 Email: wong@lasher.com; small@lasher.com

21 *Attorneys for Respondent Marmina LLC*

22 SELBY MORGAN & BORN, PLLC

23 
Brian M. Born, WSBA No. 25334
1019 Regents Blvd., Suite 103
Fircrest, WA 98466
Telephone: (253) 446-8610
Email: brian@smb-lawyers.com

Attorneys for Respondent Hanmi Bank

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW,
JUDGMENT AND DECREE OF APPROPRIATION – 6

FG: 102278401.1

FOSTER GARVEY PC
1111 THIRD AVENUE, SUITE 3000
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700











CR 2A Settlement Agreement Waits Motel_SD

Final Audit Report

2023-12-27

Created:	2023-12-27
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKsxp2i-Q3wRP8NSGyvEAuGwNNVZDu2ch

"CR 2A Settlement Agreement Waits Motel_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)
2023-12-27 - 9:32:09 PM GMT
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-12-27 - 9:33:09 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-12-27 - 10:00:08 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2023-12-27 - 10:00:35 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2023-12-27 - 10:00:36 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2023-12-27 - 10:01:35 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2023-12-27 - 10:01:46 PM GMT - Time Source: server
-  Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature
2023-12-27 - 10:01:47 PM GMT
-  Email viewed by Ashleigh Scott (AScott@everettwa.gov)
2023-12-27 - 10:12:42 PM GMT
-  Document e-signed by Ashleigh Scott (AScott@everettwa.gov)
Signature Date: 2023-12-27 - 10:12:51 PM GMT - Time Source: server
-  Agreement completed.
2023-12-27 - 10:12:51 PM GMT

Project title: Revenue Options Review

Council Bill # *interoffice use*

Agenda dates requested:

January 10, 2024

Briefing ☒ X
Proposed action
Consent
Action
Ordinance
Public hearing
Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

X Yes No

Attachments:

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action:

Fund: *General Government*

Fiscal summary statement:

Project summary statement:

Review of options to increase General Government Revenues and improve the City's fiscal sustainability.

Recommendation (exact action requested of Council):

Briefing only – no action required



To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: January 4, 2024

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, January 10, 2024, I will be asking for your concurrence on the following appointments:

To the Citizens Advisory Committee

- Alexis Boies, Position 1 – term expiring 12/31/2028

To the Transportation Advisory Committee

- Sonja Bodge, Position 5 – term expiring 12/31/2029
- Vinh Ngo, Position 6 – term expiring 12/31/2029

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie', with a long horizontal flourish extending to the right.

Cassie Franklin
Mayor, City of Everett

c. Corey Hert, Christina Curtis, Nichole Webber, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave Ste 10A
Everett, WA 98201

425.2577115
425.2578729fax

everettwa.gov