



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, March 20, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

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 \$3,083,285.26 For The Period Ending March 2, 2024 Through March 8, 2024.

Documents:

[RES CLAIMS PAYABLE MAR 2, 2024 - MAR 8, 2024.PDF](#)

(2) Authorize Mayor To Sign The Agreement For Banking Services With U.S. Bank.

Documents:

[2024 US BANK BANKING AGREEMENT.PDF](#)

(3) Accept The SEI To SRI Intertie & SR08 Rehabilitation Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[ALLIED CONSTRUCTION-SEI TO SRI INTERTIE SR08 REHAB.PDF](#)

(4) Authorize The Mayor To Sign The 2024 Professional Services Agreement With Analytical Resources Inc For Environmental Analytical Testing Services.

Documents:

[ANALYTICAL RESOURCES-ENVIRO ANALYTICAL TESTING SRVCS-PSA.PDF](#)

(5) Authorize The Mayor To Sign The 2024 Professional Services Agreement With Edge

Analytical For Environmental Analytical Testing Services.

Documents:

[EDGE ANALYTICAL-ENVIRO ANALYTICAL TESTING SRVS-PSA.PDF](#)

(6) Authorize The Mayor To Sign A Professional Service Agreement With MacLeod Reckord To Provide Landscape And Engineering Services For The Forest Park Pickleball Court Installation Project.

Documents:

[FOREST PARK PICKLEBALL_PSA.PDF](#)

(7) Authorize The Mayor To Sign The Professional Services Agreement With WSP USA Environment & Infrastructure, Inc., For Cultural Resources Services For The PGB Outfalls WQ Treatment Retrofit Project.

Documents:

[WSP USA ENVIRO-CULTURAL SRVS PGB OUTFALLS WQ TREATMENT-PSA.PDF](#)

(8) Approve The Mayor's Acceptance Of A Bequest From The Katherine Huffendick Charitable Trust In The Amount Of \$11,855 Into The Fund For The Animals.

Documents:

[KATHERINE HUFFENDICK CHARITABLE TRUST BEQUEST.PDF](#)

PROPOSED ACTION ITEMS:

(9) CB 2403-87 – 2nd Reading - Adopt An Ordinance Reducing The Number Of Members On The Citizen Advisory Committee And Renaming The Committee As The Community Development Advisory Committee. (3rd & Final Reading 3/27/24)

Documents:

[CB 2403-87.PDF](#)

(10) CB 2403-88 – 1st & 2nd Readings - Adopt An Ordinance Creating A Special Improvement Project Entitled "Reservoir No. 3 Replacement" Fund 336, Program 016 And Repealing Ordinance No. 3914-22. (3rd & Final Reading 3/27/24)

Documents:

[CB 2403-88.PDF](#)

ACTION ITEMS:

(11) CB 2402-84 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled Thornton A. Sullivan Playground Replacement, Fund 354, Program 77, As Established By Ordinance No. 3884-22.

Documents:

[CB 2402-84.PDF](#)

(12) CB 2402-85 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 To Accumulate All Costs For The Project.

Documents:

[CB 2402-85.PDF](#)

(13) CB 2402-86 – 3rd & Final Reading - Adopt An Ordinance Relating To Gambling Tax And Amending EMC 3.36.051.

Documents:

[CB 2402-86.PDF](#)

(14) Authorize The Mayor To Sign A Guaranteed Maximum Price (GMP) Amendment With General Contractor/Construction Manager (GC/CM) BNBuilders For The EMB-PW Tenant Improvements Project.

Documents:

[EMB - PUBLIC WORKS TI - GCCM GMP AMENDMENT.PDF](#)

COUNCIL BRIEFING AGENDA: (These Items Come Before The City Council Serving As A Council Committee Of The Whole And Are Likely To Be Scheduled At A Future Meeting.)

BRIEFING:

(15) Revenue Options

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->.

Council President

Project title: Authorize Mayor to sign an Agreement for Banking Services with U.S. Bank

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/20/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments: Agreement

Department(s) involved:

Finance, Legal

Contact person: Susy Haugen

Phone number: x8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Banking Services

Partner/Supplier: U.S. Bank Corp

Location:

Preceding action:

Fund: All Funds

Fiscal summary statement:

The renewal pricing offered by U.S. Bank is consistent overall with current pricing. There will be no material financial impact from this contract extension.

Project summary statement:

The City began banking with U.S. Bank Corp in 2016. Over that time, U.S. Bank has provided excellent service that has been of great value to the City. The existing agreement has come to the end of its term.

The term of this Agreement begins on January 1, 2024, and ends on December 31, 2029, with options to extend for two additional two-year terms.

Recommendation (exact action requested of Council):

Authorize Mayor to sign the Agreement for Banking Services with U.S. Bank.

BANKING SERVICES MUNICIPAL MASTER AGREEMENT

This Municipal Master Agreement (this “**Agreement**”) is dated as of _____ and is by and between U.S. Bank National Association (“**Bank**”) and the City of Everett, a Washington municipal corporation (the “**City**”).

RECITALS

- A. The City and Bank have entered into agreements under which the Bank provides certain banking services to the city. These agreements include, without limitation: (1) U.S. Bank Master Services Agreement, (2) U.S. Bank Terms and Conditions, (3) Your Deposit Account Agreement, and (4) any documents referenced or incorporated therein as well as other authorizations and agreements between the City and Bank. All of these agreements are collectively referred to as the “**Banking Services Agreements**.”
- B. The purpose of this Municipal Master Agreement is to set forth provisions that control all of the existing and future Banking Services Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the parties agree as follows:

- 1. **Term.** The term of this Agreement begins on January 1, 2024, and ends on December 31, 2029. The parties may agree in writing to two additional two-year terms.
- 2. **Representations.** The Bank represents and warrants that it is, and for the term of the Agreement, it will remain:
 - A. A federally chartered financial institution with branch banking facilities located within the city limits of the City of Everett;
 - B. Approved by the Washington Public Deposit Protection Commission as a qualified public depository;
 - C. Insured by the Federal Deposit Insurance Corporation (FDIC);
 - D. A full-service financial institution capable of providing basic banking services; and
 - E. In compliance with and either meets or exceeds the requirements of RCW Chap. 39.58 (Public Fund Protection Act) as it exists as of the effective date of this Agreement and as it may be amended by the State Legislature in the future, including any successor statutes.
- 3. **Services.** Bank shall provide the services described in Exhibit A (“Banking Services”) in accordance with the Banking Services Agreements and this Agreement. The parties may mutually agree in writing to add or subtract services from Exhibit A. In order to be effective, such an agreement must be labelled as an addendum to Exhibit A and must be signed by an authorized representative of Bank and by the City’s Chief Financial Officer.
- 4. **Compensation.** City shall compensate Bank as described in Exhibit A for Banking Services.
- 5. **Default.**
 - A. Failure to cure any breach within the cure period included in any notice of breach of this Agreement shall be deemed material.
 - B. An uncured pattern of failure to accurately, timely or completely process transactions for the City shall be deemed a material breach of this Agreement. In the event of such a material breach, City shall provide written notice of such breach. Bank shall respond to any such notice of breach within

three (3) business days with a written plan to cure such failure and prevent such future failures, which plan shall include a reasonable timetable for implementation of the plan. Failure to provide such a written plan shall itself be deemed a material breach.

6. Transparency Laws.

- A. Transparency Requirements. The City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government and records retention (collectively, the “**Transparency Laws**”). If the City receives a records request under the Transparency Laws that requests any records that may be considered confidential information or trade secrets of Bank, then the City will give written notice to Bank. The written notice will contain a description of the records that the City intends to disclose and the date when the disclosure will occur. If Bank desires that the records not be disclosed, Bank shall commence an action in Snohomish County Superior Court before the disclosure date. Notwithstanding anything to the contrary in the Banking Services Agreement, the City has no liability whatsoever to Bank for the disclosure or retention of any records when that disclosure or retention is consistent with the Transparency laws or an order applying the Transparency Laws entered by the Snohomish County Superior Court or a State of Washington appellate court.
- B. Website Posting. Bank acknowledges that the Banking Services Agreements require approval by City Council, which approval may have already been received at the time of this Agreement. Accordingly, Bank acknowledges and agrees that the Banking Services Agreements may be placed on the City’s website for public viewing.

7. **Termination**. Either party may terminate this Agreement at any time by sending written notice of termination to the other party (“**Notice**”). The Notice shall specify a termination date (“**Termination Date**”) at least ninety (90) calendar days after the date the Notice is delivered. The Notice shall be effective (“**Notice Date**”) upon the actual receipt by the other party (whether by fax, mail, delivery, or other method reasonably calculated to be received by the other party in a reasonably prompt manner). Upon any Notice Date from the City, Bank shall promptly commence a disengagement plan for the Banking Services provided to the City in a reasonable and orderly manner.

Bank may also terminate or suspend any Banking Services immediately without notice to the City if any of the following occurs: (a) the City becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the City’s business or financial condition; (c) Bank has reason to believe that the City has engaged in fraudulent or illegal activity; (d) the City fails to maintain balances in accounts sufficient to cover overdrafts; (e) the City violates, or is in default under, the terms of this Agreement or the Banking Services Agreement; (f) the City fails to comply with security procedures or fails to provide information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Banking Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Banking Services have been properly authorized by the City; or (i) Bank, in good faith, deems itself insecure.

Notwithstanding any termination for Bank’s material breach of this Agreement, Bank shall be paid or reimbursed for (a) Banking Services provided to the City up to and including the Notice Date, less any payment previously made for such Banking Services; and (b) Banking Services provided to the City after the Notice Date and through the Termination Date that were reasonably necessary to terminate the Banking Services provided under this Agreement in an orderly manner. Any Notice shall be sent by the

United States Mail to the other party's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by personal delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide the other party actual notice in a timely manner, such as fax. The parties do not by this section waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provision of this Agreement. City may deduct from any final payment due to Bank (a) damages, expenses or costs directly arising from the violations, breaches, or non-performance leading directly to the termination, and (b) any other back-charges or credits directly arising from such violations, breaches, or non-performance. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

8. Independent Contractor.

- A. The parties agree that because this Agreement shall not constitute nor create an employer-employee relationship, and because the Bank is an independent contractor, Bank shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Bank agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of failure to fulfill such obligations.
- B. Any and all employees of the Bank, while engaged in the performance of any Banking Services, shall be considered employees of only the Bank and not employees of the City. The Bank 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 Bank, 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 Bank's employees, while so engaged on any of the Banking Services.

9. **Employment.** Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, 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 Bank, 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 terminate 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.

10. Miscellaneous.

- A. Addresses. Any statement, notice, request, or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to the following addresses:

Notices to the City of Everett shall be sent to the following address:

City of Everett

Attn: _____

Everett, WA _____

Email: _____

Notices to Bank shall be sent to the following address:

U.S. Bank National Association

Attn: Colleen Doyle_____

____1420 5th Ave Seattle WA 98101_____

Email: _colleen.doyle@usbank.com_____

- B. Construction. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.
- C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- D. Applicable Law and Choice of Forum. This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that the state or federal courts located in Snohomish County, in the State of Washington, shall be the proper forum for any action.
- E. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in manner consistent with the intent of the parties.
- F. Headings for Convenience. The section and subsection headings used herein are for referral and convenience only and shall not enter into interpretation hereof. The exhibits referred to herein and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.
- G. Assignment Barred. Neither party may assign or subcontract its rights or duties under this Agreement without the prior written consent of the other party, except to a success of all or substantially all of its business and properties. Notwithstanding the foregoing, Bank may, in the ordinary course of business and without notice to the City, subcontract for third party services or products that are not dedicated to the City or are not material to a particular function constituting a part of the Banking Services provided hereunder.
- H. Order of Precedence. In the event of any conflict between the clauses of this Agreement and the Banking Services Agreements, the clauses of this Agreement shall prevail.
- I. Waiver. The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- J. Warranty of Authority. Each person signing this Agreement individually and personally warrants and represents that they have the actual and express authority to bind the entity for which they sign.
- K. Audits and Inspections. Bank shall retain and safeguard all records relating to its work according to its internal document retention schedule as well as legal and regulatory requirements. Bank shall, upon 90 days' notice, no more than once per calendar year, make available to the City or the Washington State auditor for examination, at a reasonable time and place, all of Bank's records and documents reasonably pertinent to the Banking Services provided to the City hereunder.

- L. Local and State Licensing. The City acknowledges that, as a national banking association, Bank is from any requirement to have a state registration or local business license. 12 CFR 7.4007(c) states that "[a] national bank may exercise its deposit-taking powers without regard to state law limitations concerning: . . . (6) State licensing or registration requirements (except for purposes of service of process)[.]"
- M. Compliance with Federal, State and Local Laws. Bank shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to Bank in its performance of work hereunder.
- N. Complete Agreement. This Agreement, together with the Banking Services Agreements, 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.
- O. No Third-Party Rights Intended. This Agreement is not intended to create, and does not create, any right in any third party.
- P. Equal Opportunity Employer. Bank shall not discriminate against any employee, applicable or employment, independent, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.
- Q. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

[signature page(s) to follow]

CITY OF EVERETT

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: Cassie Franklin

Title: Mayor

Dated: _____

By: _____

Name: Colleen Doyle

Title: Asst. Vice President

Dated: _____

ATTEST:

By: _____

Name: Marista Jorve

Title: City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____

Name:

Title:

Dated: _____

Exhibit A:
Banking Service List and Pricing Pro Forma

Project title: Request for Final Acceptance & Certificate of Completion for the SEI to SRI Intertie SR08 Rehabilitation Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 3/20/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments: Change Order
No. 3

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Project: SEI to SRI Intertie SR08 Rehabilitation

Partner/Supplier: Allied Construction Associates, Inc.

Location: 36th St and Eclipse Mill Road, Everett, WA 98201

Preceding action: Contract Award-March 31, 2021

Fund: 336-Water and Sewer Systems Improvement Fund

Fiscal summary statement:

Original Contract Amount: \$ 994,985.50

Final Contract Voucher Amount \$1,107,267.40

Project summary statement:

The general contractor, Allied Construction Associates, Inc. completed the SEI (South End Interceptor) to SRI (Snohomish River Interceptor) Intertie & SR08 Rehabilitation project in accordance with the project's plans and specifications and to the satisfaction of the Public Works Department.

The SEI to SRI are existing parallel, large-diameter pipes (48" and 72" diameter respectively) extending from 36th St. to the Water Pollution Control Facility (WPCF) including a crossing at the Snohomish River. This intertie connection enables City Maintenance and Operations to perform repairs, inspection or maintenance of the 48" SEI pipeline and enables other sewer conveyance improvements to be performed.

Recommendation (exact action requested of Council):

Accept the SEI to SRI Intertie & SR08 Rehabilitation Project as complete and authorize the Mayor to sign the Certificate of Completion.

CERTIFICATE OF COMPLETION

Project:	SEI to SRI Intertie SR08 Rehabilitation
Contractor:	Allied Construction Associates, Inc.
Work Order Number:	UP-3714

The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 3-16-2024

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023



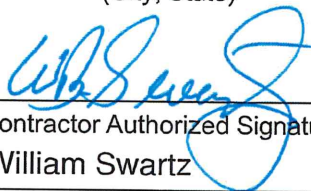
Final Contract Voucher Certificate

Contractor Allied Construction Associates, Inc.			
Street Address 3120 Hewitt Avenue			
City Everett	State WA	Zip 98201	Date 6/6/2023
Work Order No. UP-3714			
Project Title SEI to SRI Intertie and SR08 Rehabilitation Project			
Date Work Physically Completed September 9 2022		Final Amount \$1,107,267.40 exclusive of Washington sales tax	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

DATED at Everett, WA this 1st day of March, 2024.
(City, State)



Contractor Authorized Signature
William Swartz
Printed Name

Project Manager

Title

Public Works Department Certification

I certify to the best of my knowledge the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 3-05-2024

Keith Alewine 3/5/2024

Keith Alewine, Construction Manager



Ryan Sass, Director of Public Works

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached. Scanned and/or e-signatures have same effect as ink signatures.

Affidavit of Amounts Paid DBE Participants

Contractor: Allied Construction Associates, Inc				Date: 03/01/2024	
Address: 3120 Hewitt Ave		City: Everett		State: WA	Zip Code: 98201
Project Title: SEI to SRI Intertie & SR08 Rehab				Project Work Order #: UP-3714	
Federal Aid Project Number (if Federally Funded)					
Contract Bid Price: \$ 994,985.50			DBE Condition of Award: \$ 0.00		
DBE Participant Name and Address		Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
					\$0.00
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$ 0.00	

Affidavit


I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.

Signature [Signature] Title Project Manager

Subscribed and sworn before me this: 1ST day of MARCH, 2024

[Signature] Notary Public in and for the State of Washington

Residing at EVERETT, WA



**THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE
FROM THE PRIME CONTRACTOR ON ALL PROJECTS**

FINAL

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: 5/15/2023

CM Check: Keith Davis

Date: 5/15/2023

Recommended By: Keith Davis

Date: 5/15/23

PM Review: Brenda C. [Signature]

Date: 5-16-23

PM Director: [Signature]

Retainage not withheld
per Retainage Bond
30073644

Contractor: Allied Construction
Project: SEI to SR Inertia and SR08 Rehabilitation
Estimate: 6
W.O.# UP 3714
Ends: 4/21/2023

SCHEDULE	ORG. CONTRACT	UPDATED WITH CO	TO DATE	VARIANCE
A	\$ 994,985.50	\$ 1,108,215.50	\$ 1,107,267.40	\$ (948.10)
Total	\$ 994,985.50	\$ 1,108,215.50	\$ 1,107,267.40	\$ (948.10)

PERCENT PAID ON CONTRACT 99.91%

TOTAL
LESS RETENTION
SALES TAX
AMOUNTS PAID
DUE THIS ESTIMATE

TO DATE	PREVIOUS	PRESENT
\$ 1,107,267.40	\$ 938,303.02	\$ 168,964.38
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 1,107,267.40	\$ 938,303.02	\$ 168,964.38

Schedule	Tax	Retention
A	0.0%	0.0%

Schedule
A
(blank)

21613

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	MOBILIZATION	LS	\$ 112,000.00	1.00	\$ 112,000.00	1.00	\$ 112,000.00	1.00	\$ 112,000.00	1.00	\$ 112,000.00	0.00	\$ -
2	SURVEYING	LS	\$ 4,000.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00	1.00	\$ 4,000.00	0.30	\$ 1,200.00	0.70	\$ 2,800.00
3	FORCE ACCOUNT	FA	\$ 1.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	93,853.25	\$ 93,853.25	173,198.04	\$ 173,198.04	(79,344.79)	\$ (79,344.79)
4	STREET CLEANING AND SWEEPING	HR	\$ 150.00	64.00	\$ 9,600.00	64.00	\$ 9,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5	TRENCH EXCAVATION SAFETY SYSTEMS	LS	\$ 12,850.00	1.00	\$ 12,850.00	1.00	\$ 12,850.00	1.00	\$ 12,850.00	0.42	\$ 5,397.00	0.58	\$ 7,453.00
6	EROSION/WATER POLLUTION CONTROL AND SITE PREP	LS	\$ 13,000.00	1.00	\$ 13,000.00	1.00	\$ 13,000.00	1.00	\$ 13,000.00	0.62	\$ 8,060.00	0.38	\$ 4,940.00
7	DEWATERING	LS	\$ 26,000.00	1.00	\$ 26,000.00	1.00	\$ 26,000.00	1.00	\$ 26,000.00	0.18	\$ 4,680.00	0.82	\$ 21,320.00
8	FOUNDATION MATERIAL, CLASS A OR B	TON	\$ 150.00	13.00	\$ 1,950.00	38.00	\$ 5,700.00	45.69	\$ 6,853.50	45.69	\$ 6,853.50	0.00	\$ -
9	GRAVEL BORROW	TON	\$ 20.00	480.00	\$ 9,600.00	480.00	\$ 9,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10	CRUSHED SURFACING TOP COURSE	TON	\$ 58.00	32.00	\$ 1,856.00	32.00	\$ 1,856.00	29.56	\$ 1,714.48	29.56	\$ 1,714.48	0.00	\$ -
11	CRUSHED SURFACING BASE COURSE	TON	\$ 26.50	203.00	\$ 5,379.50	203.00	\$ 5,379.50	200.61	\$ 5,316.17	0.00	\$ -	200.61	\$ 5,316.17
12	DI PIPE, FITTINGS, VALVED FOR SEI TO SRI	LS	\$ 400,000.00	1.00	\$ 400,000.00	1.00	\$ 400,000.00	1.00	\$ 400,000.00	0.72	\$ 288,000.00	0.28	\$ 112,000.00
13	SADDLE MANHOLE AND BASE FOR SR08	LS	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	0.00	\$ -
14	HINGED MANWAY IN SR08 STRUCTURE	LS	\$ 4,200.00	1.00	\$ 4,200.00	1.00	\$ 4,200.00	1.00	\$ 4,200.00	1.00	\$ 4,200.00	0.00	\$ -
15	HMA PAVEMENT PATCH	TON	\$ 250.00	33.00	\$ 8,250.00	33.00	\$ 8,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
16	TOPSOIL, TYPE A AND SEEDING	SY	\$ 33.00	100.00	\$ 3,300.00	100.00	\$ 3,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
17	SLURRY REHABILITATION SR08 PIPE	LS	\$ 293,000.00	1.00	\$ 293,000.00	1.00	\$ 293,000.00	1.00	\$ 293,000.00	1.00	\$ 293,000.00	0.00	\$ -
100	OPEN CUT & REMOVE PORTION OF 60" RCP	LS	\$ 80,000.00	-	\$ -	1.00	\$ 80,000.00	1.00	\$ 80,000.00	0.00	\$ -	1.00	\$ 80,000.00
101	ADDITIONAL BACKFILL OF 60" RCP	LS	\$ 10,000.00	-	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00
102	REMOVE AND DISPOSE OF CONCRETE RUBBLE	LS	\$ 12,500.00	-	\$ -	1.00	\$ 12,500.00	1.00	\$ 12,500.00	0.00	\$ -	1.00	\$ 12,500.00
103	AND REVEE STEEL SHEETS	LS	\$ 7,500.00	-	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00
104	CREDITS TO THE CITY OF EVERETT	LS	\$ (15,520.00)	-	\$ -	1.00	\$ (15,520.00)	1.00	\$ (15,520.00)	0.00	\$ -	1.00	\$ (15,520.00)
105	ADDITIONAL POTHOLING, DEWATERING, & UTILITY WORK	LS	\$ 15,000.00	-	\$ -	1.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Contractor: Allied Construction

Project: SET to SRI Interlie and SR08 Rehabilitation Project

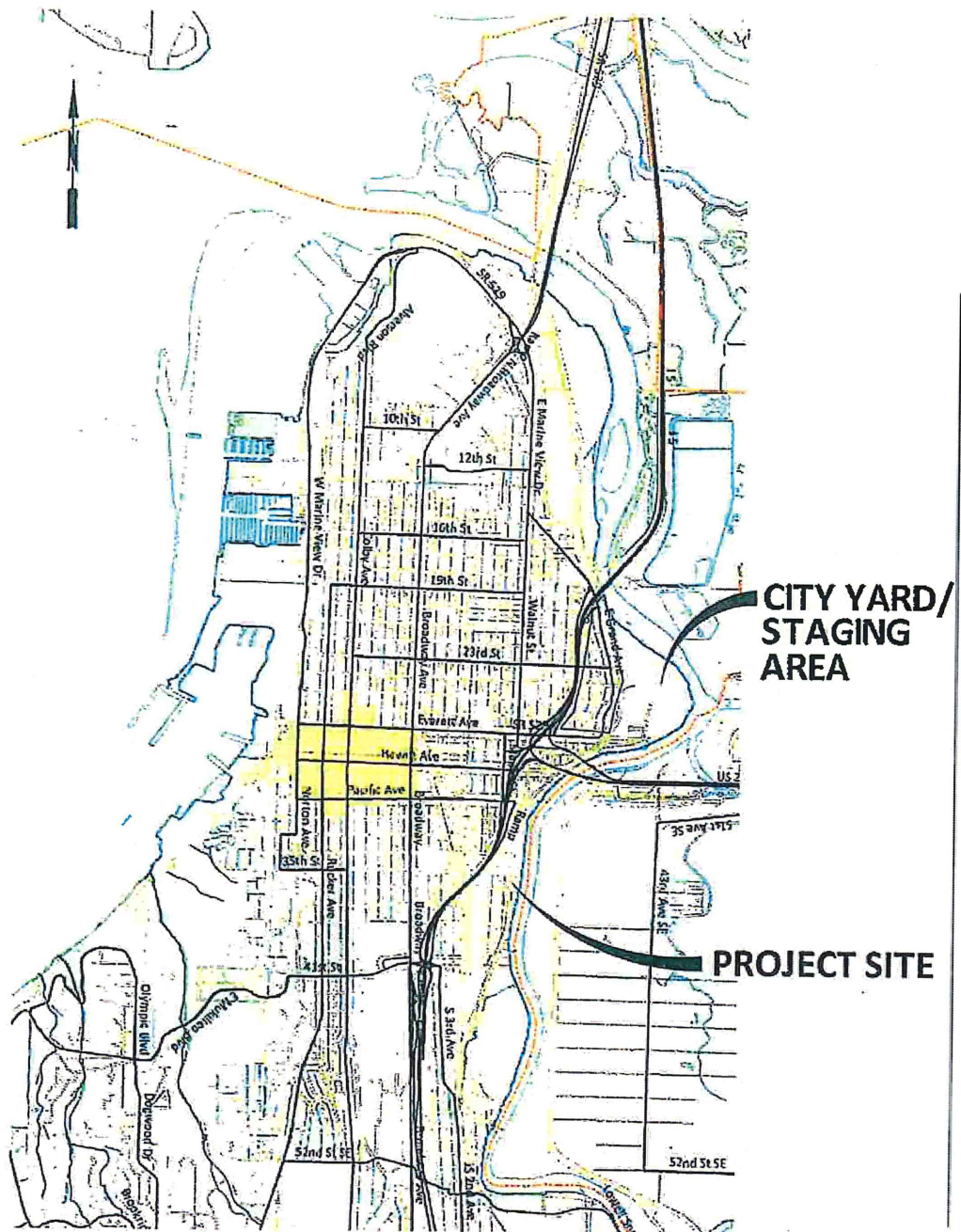
W.O.# UP 3714

Notice to Proceed
75% Completion
Substantial Completion
Substantial Completion of work achieved within

1/0/1900
1/0/1900
1/0/1900
0

Reviewed By
DateK.Alewine
10/19/2021K.Alewine
1/7/2022K.Alewine
8/23/2022K.Alewine
5/12/2023

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	Est 7	Est 8	Est 9	Est 10
A	1	MOBILIZATION	LS	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00				
A	2	SURVEYING	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	3	FORCE ACCOUNT	FA	50,000.00	93,853.25	0.00	0.00	0.00	0.00	0.30	0.70				
A	4	STREET CLEANING AND SWEEPING	HR	64.00	0.00	0.00	0.00	158,261.00	0.00	14,937.04	(79,344.79)				
A	5	TRENCH EXCAVATION SAFETY SYSTEMS	LS	1.00	1.00	0.00	0.00	0.12	0.00	0.00	0.00				
A	6	EROSION/WATER POLLUTION CONTROL AND SITE PREP	LS	1.00	1.00	0.00	0.00	0.41	0.00	0.21	0.38				
A	7	DEWATERING	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.18	0.82				
A	8	FOUNDATION MATERIAL, CLASS A OR B	TON	38.00	45.69	0.00	0.00	0.00	0.00	0.00	0.00				
A	9	GRAVEL BORROW	TON	480.00	0.00	0.00	0.00	45.69	0.00	0.00	0.00				
A	10	CRUSHED SURFACING TOP COURSE	TON	32.00	29.56	0.00	0.00	0.00	0.00	0.00	0.00				
A	11	CRUSHED SURFACING BASE COURSE	TON	203.00	200.61	0.00	0.00	29.56	0.00	0.00	0.00				
A	12	DI PIPE, FITTINGS, VALVED FOR SET TO SRI INTERLIE	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	13	SADDLE MANHOLE AND BASE FOR SR08	LS	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00				
A	14	HMA PAVEMENT PATCH	LS	1.00	1.00	0.00	0.00	0.74	0.26	0.00	0.00				
A	15	TOPSOIL, TYPE A AND SEEDING	TON	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	16	OPEN CUT & REMOVE PORTION OF 60" RCP	SY	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	17	SLURRY REHABILITATION SR08 PIPE	LS	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00				
A	100	ADDITIONAL BACKFILL OF 60" RCP	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	101	REMOVE AND DISPOSE OF CONCRETE RUBBLE AND REOVE	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	102	STEEL SHEETS	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00				
A	103	ADDITIONAL GRADING & EROSION CONTROL WORK	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00				
A	104	CREDITS TO THE CITY OF EVERETT	LS	1.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00				
A	105	ADDITIONAL POTHOUGH, DEWATERING, AND UTILITY WORK	LS	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				



VICINITY MAP

Project title: 2024 Professional Services Agreement with Analytical Resources Inc for Environmental Analytical Testing Services.

Council Bill #**Project:** Environmental Analytical Testing Services**Partner/Supplier:** Analytical Resources Inc.**Location:** Everett WA**Preceding action:** N/A**Fund:** 401 – Water & Sewer Utility Fund**Agenda dates requested:**

Briefing

Proposed action

Consent 3/20/24

Action

Ordinance

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☒ No ☐**PowerPoint presentation:**Yes ☒ No ☐**Attachments:**

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Analytical Resources Inc. with a total compensation amount not to exceed \$300,000. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

Public Works currently receives environmental analytical testing services from Analytical Resources Inc. (ARI). The 2024 Professional Services Agreement will be a 5-year contract initiated in 2024 through December 31, 2028, with a total contract amount of \$300,000.

ARI will provide analysis of samples, and the accompanying quality control samples or other laboratory parameters at the discretion of the project manager, in accordance with EPA recognized test methods for drinking water, wastewater, and solids samples.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2024 Professional Services Agreement with Analytical Resources Inc for environmental analytical testing services.

Initialed by:

RLS

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

BASIC PROVISIONS	
Service Provider	Analytical Resources Inc
	4611 South 134th Pl, Suite 100 Tukwila, WA 98168
	sue.dunnihoo@arilabs.com
City Project Manager	Chris Merwede
	City of Everett – Public Works- EEL 3200 Cedar St. Everett, WA 98201
	cmerwede@everettwa.gov
Brief Summary of Scope of Work	Environmental analytical testing services
Completion Date	December 31, 2028
Maximum Compensation Amount	300,000.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Tiffany Brewster
	(425) 275-0557
	tiffany@plcins.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

ANALYTICAL RESOURCES INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sue Dunnihoo

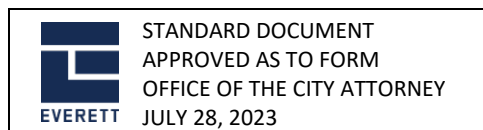
Signer's Email Address: sue.dunnihoo@arilabs.com

Title of Signer: Lab Director

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle

will be used in accomplishing this Agreement may be substituted for this insurance requirement.

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

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
 - C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and

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

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

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

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

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

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

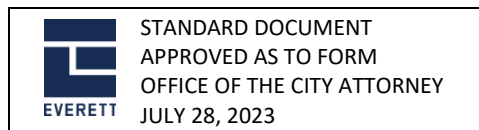


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Analysis of samples and the accompanying quality control samples listed in attached quote, or other laboratory parameters at the discretion of the project manager, in accordance with EPA recognized test methods for drinking water, wastewater, and solids samples.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☒ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

EXHIBIT B

Compensation shall not exceed the contracted amount over the lifetime of the contract. Analytical Resource Inc. to submit rate sheet for the upcoming year prior to current rate sheet expiration. Invoice rates must match rates defined within the contract.

See attached rate sheet.



Chris Merwede
City of Everett
General Services Bid 2024

Analytical Services Quotation

Printed: 2/29/2024
Effective: 16-Nov-2023
Expires: 31-Dec-2024

Samples will be discarded 90 days after submission of a final report unless other instructions are received.

Pricing Summary

Parameter	Method	Quantity	TAT (days*)	Unit Price	Extended Price
Water					
Alkalinity, Total	SM 2320 B-11	0	10	\$40.00	\$0.00
Ammonia-N	SM 4500-NH3 H-11	0	10	\$40.00	\$0.00
Chemical Oxygen Demand (COD)	SM 5220 D-11	0	10	\$45.00	\$0.00
Chloride (IC)	EPA 300.0	0	10	\$50.00	\$0.00
Composite sample	Laboratory SOP	0	10	\$100.00	\$0.00
Cyanide, Total (Direct Distillation)	EPA 9014	0	10	\$70.00	\$0.00
Filter 0.45 micron (O-Phos)	Laboratory SOP	0	10	\$20.00	\$0.00
Nitrate + Nitrite-N	EPA 353.2	0	10	\$45.00	\$0.00
Nitrogen, Total Kjeldahl	SM 4500-Norg D-11	0	10	\$60.00	\$0.00
Nitrogen, Total Kjeldahl	EPA 351.2	0	10	\$60.00	\$0.00
Organic Carbon, Total (TOC)	SM 5310 B-11	0	10	\$55.00	\$0.00
Phenolics	EPA 420.1	0	10	\$80.00	\$0.00
Phosphorous, Total	SM 4500-P E-11	0	10	\$50.00	\$0.00
Phosphorus, Ortho-P (SRP)	SM 4500-P E-11	0	10	\$60.00	\$0.00
Composite sample for Metals Testing	Laboratory SOP	0	10	\$100.00	\$0.00
Filter 0.45 micron	Laboratory SOP	0	10	\$25.00	\$0.00
Aroclor PCBs (0.01 ug/L or 20 ug/kg)	EPA 608.3	0	15	\$300.00	\$0.00
Aroclor PCBs (1.0 ug/L)	EPA 608.3	0	10	\$180.00	\$0.00
Chlorinated Pesticides	EPA 608.3	0	10	\$250.00	\$0.00
Composite sample for Extractables Testing	Laboratory SOP	0	10	\$100.00	\$0.00
Organochlorine Pesticides (Low Level Water)	EPA 608.3	0	10	\$350.00	\$0.00
Polynuclear Aromatic Hydrocarbons	EPA 8270E-SIM	0	10	\$250.00	\$0.00
Semivolatile Organic Compounds	EPA 625.1	0	10	\$380.00	\$0.00
TPH (Extractables) low level	NWTPH-Dx	0	10	\$90.00	\$0.00
Composite sample for VOC testing	Laboratory SOP	0	10	\$100.00	\$0.00
Volatile Organic Compounds	EPA 624.1	0	10	\$230.00	\$0.00
Solid					
Ammonia-N (in Solid)	SM 4500-NH3 H-11	0	10	\$50.00	\$0.00
Nitrate + Nitrite-N, Solid Matrix	EPA 353.2	0	10	\$75.00	\$0.00
Phosphorous, Total	SM 4500-P E-11	0	10	\$50.00	\$0.00
Solids, Total, Dried at 103 -105 °C	SM 2540 G-11	0	10	\$30.00	\$0.00
TCLP Metals (RCRA) 6010D 7470, 1311 and digest	varies	0	10	\$375.00	\$0.00
Polynuclear Aromatic Hydrocarbons	EPA 8270E-SIM	0	10	\$250.00	\$0.00
TPH (Extractables)	NWTPH-Dx	0	10	\$80.00	\$0.00
				Bid Total:	\$0.00

* Working days - refer to Terms and Conditions, Turnaround Time on page 20.

Kelly Bottem
Client Services Manager



Chris Merwede
City of Everett
General Services Bid 2024

Analytical Services Quotation

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TCLP Metals (RCRA) 6010D 7470, 1311 and digest consi

Mercury in TCLP Extracts by 7470	Selenium in TCLP Extracts by ICP	Lead in TCLP Extracts by ICP	Chromium in TCLP Extracts by ICP	Cadmium in TCLP Extracts by ICP
Barium in TCLP Extracts by ICP	Arsenic in TCLP Extracts by ICP	Silver in TCLP Extracts by ICP	TCLP Extraction for Metals	Metals Prep Charge ICP
Metals Prep Charge Hg				



Chris Merwede
City of Everett
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Turnaround Pricing

Aroclor PCBs (0.01 ug/L or 20 ug/kg) by EPA 608.3

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$300.00	\$375.00	\$525.00	\$525.00	\$525.00	\$600.00	\$600.00

Aroclor PCBs (1.0 ug/L) by EPA 608.3

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$180.00	\$180.00	\$270.00	\$270.00	\$270.00	\$315.00	\$315.00
2 days						
\$360.00						

Chlorinated Pesticides by EPA 608.3

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$250.00	\$250.00	\$375.00	\$375.00	\$375.00	\$437.50	\$437.50
2 days						
\$500.00						

Organochlorine Pesticides (Low Level Water) by EPA 608.3

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$350.00	\$350.00	\$525.00	\$525.00	\$525.00	\$612.50	\$612.50
2 days						
\$700.00						

Volatile Organic Compounds by EPA 624.1

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$230.00	\$230.00	\$345.00	\$345.00	\$345.00	\$402.50	\$402.50
2 days	1 day					
\$460.00	\$460.00					

Semivolatile Organic Compounds by EPA 625.1

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$380.00	\$380.00	\$570.00	\$570.00	\$570.00	\$665.00	\$665.00
2 days						
\$760.00						

Polynuclear Aromatic Hydrocarbons by EPA 8270E-SIM

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$250.00	\$250.00	\$375.00	\$375.00	\$375.00	\$437.50	\$437.50
2 days						
\$500.00						

Alkalinity, Total by SM 2320 B-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$40.00	\$40.00	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00
2 days	1 day					
\$80.00	\$80.00					



Chris Merwede
City of Everett
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Ammonia-N by SM 4500-NH3 H-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$40.00	\$40.00	\$60.00	\$60.00	\$60.00	\$70.00	\$70.00
2 days	1 day					
\$80.00	\$80.00					

Ammonia-N (in Solid) by SM 4500-NH3 H-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$50.00	\$50.00	\$75.00	\$75.00	\$75.00	\$87.50	\$87.50
2 days	1 day					
\$100.00	\$100.00					

Organic Carbon, Total (TOC) by SM 5310 B-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$55.00	\$55.00	\$82.50	\$82.50	\$82.50	\$96.25	\$96.25
2 days						
\$110.00						

Chemical Oxygen Demand (COD) by SM 5220 D-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$45.00	\$45.00	\$67.50	\$67.50	\$67.50	\$78.75	\$78.75
2 days	1 day					
\$90.00	\$90.00					

Chloride (IC) by EPA 300.0

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$50.00	\$50.00	\$75.00	\$75.00	\$75.00	\$87.50	\$87.50
2 days	1 day					
\$100.00	\$100.00					

Composite sample by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$100.00	\$100.00	\$150.00	\$150.00	\$150.00	\$175.00	\$175.00
2 days						
\$200.00						

Composite sample for Extractables Testing by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$100.00	\$100.00	\$150.00	\$150.00	\$150.00	\$175.00	\$175.00
2 days						
\$200.00						

Composite sample for Metals Testing by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$100.00	\$100.00	\$150.00	\$150.00	\$150.00	\$175.00	\$175.00
2 days						
\$200.00						



Chris Merwede
City of Everett
General Services Bid 2024

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Composite sample for VOC testing by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$100.00	\$100.00	\$150.00	\$150.00	\$150.00	\$175.00	\$175.00
2 days						
\$200.00						

Cyanide, Total (Direct Distillation) by EPA 9014

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$70.00	\$70.00	\$105.00	\$105.00	\$105.00	\$122.50	\$122.50
2 days	1 day					
\$140.00	\$140.00					

Filter 0.45 micron by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$25.00	\$25.00	\$37.50	\$37.50	\$37.50	\$43.75	\$43.75
2 days	1 day					
\$50.00	\$50.00					

Filter 0.45 micron (O-Phos) by Laboratory SOP

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$20.00	\$20.00	\$30.00	\$30.00	\$30.00	\$35.00	\$35.00
2 days	1 day					
\$40.00	\$40.00					

TCLP Metals (RCRA) 6010D 7470, 1311 and digest by varies

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$300.00	\$375.00	\$525.00	\$525.00	\$525.00	\$600.00	\$600.00

Nitrate + Nitrite-N by EPA 353.2

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$45.00	\$45.00	\$67.50	\$67.50	\$67.50	\$78.75	\$78.75
2 days	1 day					
\$90.00	\$90.00					

Nitrate + Nitrite-N, Solid Matrix by EPA 353.2

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$75.00	\$75.00	\$112.50	\$112.50	\$112.50	\$131.25	\$131.25
2 days	1 day					
\$150.00	\$150.00					

Nitrogen, Total Kjeldahl by EPA 351.2

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$60.00	\$60.00	\$90.00	\$90.00	\$90.00	\$105.00	\$105.00
2 days	1 day					
\$120.00	\$120.00					



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Nitrogen, Total Kjeldahl by SM 4500-Norg D-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$60.00	\$60.00	\$90.00	\$90.00	\$90.00	\$105.00	\$105.00
2 days	1 day					
\$120.00	\$120.00					

Phenolics by EPA 420.1

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$80.00	\$80.00	\$120.00	\$120.00	\$120.00	\$140.00	\$140.00
2 days	1 day					
\$160.00	\$160.00					

Phosphorus, Ortho-P (SRP) by SM 4500-P E-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$60.00	\$60.00	\$90.00	\$90.00	\$90.00	\$105.00	\$105.00
2 days	1 day					
\$120.00	\$120.00					

Phosphorous, Total by SM 4500-P E-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$50.00	\$50.00	\$75.00	\$75.00	\$75.00	\$87.50	\$87.50
2 days	1 day					
\$100.00	\$100.00					

Solids, Total, Dried at 103 -105 °C by SM 2540 G-11

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$30.00	\$30.00	\$45.00	\$45.00	\$45.00	\$52.50	\$52.50
2 days	1 day					
\$60.00	\$60.00					

TPH (Extractables) by NWTPH-Dx

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$80.00	\$80.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
2 days	1 day					
\$160.00	\$160.00					

TPH (Extractables) low level by NWTPH-Dx

15 days	10 days	9 days	7 days	5 days	4 days	3 days
\$90.00	\$90.00	\$157.50	\$157.50	\$157.50	\$157.50	\$157.50
2 days	1 day					
\$180.00	\$180.00					



Chris Merwede
City of Everett
General Services Bid 2024

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Analysis Details

Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike %R	RPD	BlankSpike/LCS %R	RPD
TCLP Metals (RCRA) 6010D 7470, 1311 and digest in Solid (varies) Version: None								
Volatile Organic Compounds in Water (EPA 624.1) Version: None								
Chloromethane	0.272	0.500 ug/L		30	60 - 138	30	60 - 138	30
Vinyl Chloride	0.0817	0.200 ug/L		30	66 - 133	30	66 - 133	30
Bromomethane	0.231	1.00 ug/L		30	72 - 131	30	72 - 131	30
Chloroethane	0.0532	0.200 ug/L		30	60 - 155	30	60 - 155	30
Trichlorofluoromethane	0.125	0.200 ug/L		30	62 - 141	30	62 - 141	30
Acrolein	2.70	5.00 ug/L		30	52 - 190	30	52 - 190	30
1,1,2-Trichloro-1,2,2-Trifluoroethane	0.114	0.200 ug/L		30	76 - 129	30	76 - 129	30
Acetone	1.91	5.00 ug/L		30	58 - 142	30	58 - 142	30
1,1-Dichloroethene	0.0754	0.200 ug/L		30	69 - 135	30	69 - 135	30
Iodomethane	0.148	1.00 ug/L		30	56 - 147	30	56 - 147	30
Methylene Chloride	0.531	1.00 ug/L		30	65 - 135	30	65 - 135	30
Acrylonitrile	0.398	1.00 ug/L		30	64 - 134	30	64 - 134	30
Carbon Disulfide	0.0602	0.200 ug/L		30	78 - 125	30	78 - 125	30
trans-1,2-Dichloroethene	0.0692	0.200 ug/L		30	78 - 128	30	78 - 128	30
Vinyl Acetate	0.116	0.200 ug/L		30	55 - 138	30	55 - 138	30
1,1-Dichloroethane	0.0370	0.200 ug/L		30	76 - 124	30	76 - 124	30
2-Butanone	1.77	5.00 ug/L		30	61 - 140	30	61 - 140	30
2,2-Dichloropropane	0.115	0.200 ug/L		30	66 - 147	30	66 - 147	30
cis-1,2-Dichloroethene	0.0811	0.200 ug/L		30	80 - 121	30	80 - 121	30
Chloroform	0.0548	0.200 ug/L		30	80 - 122	30	80 - 122	30
Bromochloromethane	0.0868	0.200 ug/L		30	80 - 121	30	80 - 121	30
1,1,1-Trichloroethane	0.0773	0.200 ug/L		30	79 - 123	30	79 - 123	30
1,1-Dichloropropene	0.0948	0.200 ug/L		30	80 - 127	30	80 - 127	30
Carbon tetrachloride	0.0868	0.200 ug/L		30	53 - 137	30	53 - 137	30
1,2-Dichloroethane	0.0756	0.200 ug/L		30	75 - 123	30	75 - 123	30
Benzene	0.0531	0.200 ug/L		30	80 - 120	30	80 - 120	30
Trichloroethene	0.0698	0.200 ug/L		30	80 - 120	30	80 - 120	30
1,2-Dichloropropane	0.0656	0.200 ug/L		30	80 - 120	30	80 - 120	30
Bromodichloromethane	0.0895	0.200 ug/L		30	80 - 121	30	80 - 121	30
Dibromomethane	0.0641	0.200 ug/L		30	80 - 120	30	80 - 120	30
2-Chloroethyl vinyl ether	0.545	1.00 ug/L		30	64 - 120	30	64 - 120	30
4-Methyl-2-Pentanone	1.90	5.00 ug/L		30	67 - 133	30	67 - 133	30
cis-1,3-Dichloropropene	0.0890	0.200 ug/L		30	80 - 124	30	80 - 124	30
Toluene	0.0485	0.200 ug/L		30	80 - 120	30	80 - 120	30
trans-1,3-Dichloropropene	0.0891	0.200 ug/L		30	71 - 127	30	71 - 127	30
2-Hexanone	2.06	5.00 ug/L		30	69 - 133	30	69 - 133	30
1,1,2-Trichloroethane	0.104	0.200 ug/L		30	80 - 121	30	80 - 121	30



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					%R	RPD	%R	RPD
1,3-Dichloropropane	0.0661	0.200 ug/L		30	80 - 120	30	80 - 120	30
Tetrachloroethene	0.0911	0.200 ug/L		30	80 - 120	30	80 - 120	30
Dibromochloromethane	0.0945	0.200 ug/L		30	65 - 135	30	65 - 135	30
1,2-Dibromoethane	0.0861	0.200 ug/L		30	80 - 121	30	80 - 121	30
Chlorobenzene	0.0578	0.200 ug/L		30	80 - 120	30	80 - 120	30
Ethylbenzene	0.0509	0.200 ug/L		30	80 - 120	30	80 - 120	30
1,1,1,2-Tetrachloroethane	0.0898	0.200 ug/L		30	80 - 120	30	80 - 120	30
m,p-Xylene	0.144	0.400 ug/L		30	80 - 121	30	80 - 121	30
o-Xylene	0.0788	0.200 ug/L		30	80 - 121	30	80 - 121	30
Xylenes, total	0.222	0.600 ug/L		30	76 - 127	30	76 - 127	30
Styrene	0.0876	0.200 ug/L		30	80 - 124	30	80 - 124	30
Bromoform	0.154	0.200 ug/L		30	51 - 134	30	51 - 134	30
1,1,2,2-Tetrachloroethane	0.0343	0.200 ug/L		30	77 - 123	30	77 - 123	30
1,2,3-Trichloropropane	0.161	0.500 ug/L		30	76 - 125	30	76 - 125	30
trans-1,4-Dichloro 2-Butene	0.603	1.00 ug/L		30	55 - 129	30	55 - 129	30
n-Propylbenzene	0.0684	0.200 ug/L		30	78 - 130	30	78 - 130	30
Bromobenzene	0.0661	0.200 ug/L		30	80 - 120	30	80 - 120	30
Isopropyl Benzene	0.0741	0.200 ug/L		30	80 - 128	30	80 - 128	30
2-Chlorotoluene	0.0627	0.200 ug/L		30	78 - 122	30	78 - 122	30
4-Chlorotoluene	0.0610	0.200 ug/L		30	80 - 121	30	80 - 121	30
t-Butylbenzene	0.0714	0.200 ug/L		30	78 - 125	30	78 - 125	30
1,3,5-Trimethylbenzene	0.0701	0.200 ug/L		30	80 - 129	30	80 - 129	30
1,2,4-Trimethylbenzene	0.0488	0.200 ug/L		30	80 - 127	30	80 - 127	30
s-Butylbenzene	0.0632	0.200 ug/L		30	78 - 129	30	78 - 129	30
4-Isopropyl Toluene	0.0753	0.200 ug/L		30	79 - 130	30	79 - 130	30
1,3-Dichlorobenzene	0.0751	0.200 ug/L		30	80 - 120	30	80 - 120	30
1,4-Dichlorobenzene	0.104	0.200 ug/L		30	80 - 120	30	80 - 120	30
n-Butylbenzene	0.180	0.200 ug/L		30	74 - 129	30	74 - 129	30
1,2-Dichlorobenzene	0.0846	0.200 ug/L		30	80 - 120	30	80 - 120	30
1,2-Dibromo-3-chloropropane	0.394	0.500 ug/L		30	62 - 123	30	62 - 123	30
Hexachloro-1,3-Butadiene	1.00	2.00 ug/L		30	65 - 145	30	65 - 145	30
1,2,3-Trichlorobenzene	0.252	0.500 ug/L		30	49 - 133	30	49 - 133	30
Methyl tert-butyl Ether	0.140	0.500 ug/L		30	71 - 132	30	71 - 132	30
surr: 1,2-Dichloroethane-d4			80 - 129					
surr: 1,2-Dichlorobenzene-d4			80 - 120					
surr: Toluene-d8			80 - 120					
surr: 4-Bromofluorobenzene			80 - 120					
Pentafluorobenzene		ug/L						
Chlorobenzene-d5		ug/L						



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		Limit	%R	RPD	%R	RPD	%R	RPD
1,4-Difluorobenzene		ug/L						
1,4-Dichlorobenzene-d4		ug/L						



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Semivolatile Organic Compounds in Water (EPA 625.1) Version: None								
Phenol	0.232	1.00 ug/L		30	10 - 120	30	10 - 120	30
bis(2-chloroethyl) ether	0.265	1.00 ug/L		30	57.3 - 120	30	57.3 - 120	30
2-Chlorophenol	0.185	1.00 ug/L		30	46 - 120	30	46 - 120	30
1,3-Dichlorobenzene	0.201	1.00 ug/L		30	32 - 120	30	32 - 120	30
1,4-Dichlorobenzene	0.208	1.00 ug/L		30	34 - 120	30	34 - 120	30
1,2-Dichlorobenzene	0.233	1.00 ug/L		30	32 - 120	30	32 - 120	30
Benzyl alcohol	0.500	2.00 ug/L		30	20 - 120	30	20 - 120	30
2,2'-Oxybis(1-chloropropane)	0.359	1.00 ug/L		30	52.3 - 120	30	52.3 - 120	30
2-Methylphenol	0.215	1.00 ug/L		30	42 - 120	30	42 - 120	30
Hexachloroethane	0.227	2.00 ug/L		30	25 - 120	30	25 - 120	30
N-Nitroso-di-n-Propylamine	0.239	1.00 ug/L		30	53 - 120	30	53 - 120	30
4-Methylphenol	0.263	2.00 ug/L		30	42 - 120	30	42 - 120	30
Nitrobenzene	0.269	1.00 ug/L		30	54 - 120	30	54 - 120	30
Isophorone	0.756	1.00 ug/L		30	64 - 142	30	64 - 142	30
2-Nitrophenol	0.189	3.00 ug/L		30	52 - 120	30	52 - 120	30
2,4-Dimethylphenol	1.00	3.00 ug/L		30	20 - 120	30	20 - 120	30
Bis(2-Chloroethoxy)methane	0.254	1.00 ug/L		30	65.2 - 120	30	65.2 - 120	30
2,4-Dichlorophenol	0.870	3.00 ug/L		30	36 - 125	30	36 - 125	30
1,2,4-Trichlorobenzene	0.190	1.00 ug/L		30	40 - 120	30	40 - 120	30
Naphthalene	0.302	1.00 ug/L		30	48 - 120	30	48 - 120	30
Benzoic acid	1.50	20.0 ug/L		30	28 - 122	30	28 - 122	30
4-Chloroaniline	0.915	5.00 ug/L		30	10 - 120	30	10 - 120	30
2,6-Dinitrotoluene	1.10	3.00 ug/L		30	39 - 151	30	39 - 151	30
Hexachlorobutadiene	0.243	3.00 ug/L		30	25 - 120	30	25 - 120	30
4-Chloro-3-Methylphenol	0.899	3.00 ug/L		30	54.6 - 120	30	54.6 - 120	30
Hexachlorocyclopentadiene	0.990	5.00 ug/L		30	10 - 120	30	10 - 120	30
2,4,6-Trichlorophenol	1.15	3.00 ug/L		30	58.5 - 120	30	58.5 - 120	30
2,4,5-Trichlorophenol	0.999	5.00 ug/L		30	58.2 - 120	30	58.2 - 120	30
2-Chloronaphthalene	0.195	1.00 ug/L		30	53 - 120	30	53 - 120	30
2-Nitroaniline	1.18	3.00 ug/L		30	61.8 - 120	30	61.8 - 120	30
Acenaphthylene	0.193	1.00 ug/L		30	56.5 - 120	30	56.5 - 120	30
Dimethylphthalate	0.199	1.00 ug/L		30	65 - 120	30	65 - 120	30
Acenaphthene	0.199	1.00 ug/L		30	54 - 120	30	54 - 120	30
3-Nitroaniline	1.03	3.00 ug/L		30	41.2 - 123	30	41.2 - 120	30
2-Methylnaphthalene	0.210	1.00 ug/L		30	51 - 120	30	51 - 120	30
2,4-Dinitrophenol	1.66	20.0 ug/L		30	10 - 168	30	10 - 168	30
Dibenzofuran	0.193	1.00 ug/L		30	61.9 - 120	30	61.9 - 120	30
4-Nitrophenol	0.692	10.0 ug/L		30	10 - 120	30	10 - 120	30



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					%R	RPD	%R	RPD
2,4-Dinitrotoluene	1.02	3.00 ug/L		30	50 - 122	30	50 - 122	30
Fluorene	0.205	1.00 ug/L		30	62.3 - 120	30	62.3 - 120	30
4-Chlorophenylphenyl ether	0.214	1.00 ug/L		30	66.2 - 120	30	66.2 - 120	30
Diethyl phthalate	0.256	1.00 ug/L		30	62 - 120	30	62 - 120	30
4-Nitroaniline	1.15	3.00 ug/L		30	50 - 135	30	50 - 135	30
4,6-Dinitro-2-methylphenol	2.36	10.0 ug/L		30	32.6 - 159	30	32.6 - 159	30
N-Nitrosodiphenylamine	0.231	1.00 ug/L		30	66 - 120	30	66 - 120	30
4-Bromophenyl phenyl ether	0.274	1.00 ug/L		30	66.2 - 120	30	66.2 - 120	30
Hexachlorobenzene	0.228	1.00 ug/L		30	62.2 - 120	30	62.2 - 120	30
Pentachlorophenol	1.21	10.0 ug/L		30	40.7 - 124	30	40.7 - 124	30
Phenanthrene	0.197	1.00 ug/L		30	61 - 120	30	61 - 120	30
Anthracene	0.253	1.00 ug/L		30	45 - 120	30	45 - 120	30
Carbazole	0.269	1.00 ug/L		30	58 - 123	30	58 - 123	30
Di-n-butylphthalate	0.276	1.00 ug/L		30	69.2 - 120	30	69.2 - 120	30
Fluoranthene	0.238	1.00 ug/L		30	67.9 - 120	30	67.9 - 120	30
Pyrene	0.341	1.00 ug/L		30	47 - 124	30	47 - 124	30
Butylbenzylphthalate	0.361	1.00 ug/L		30	52 - 124	30	52 - 124	30
Benzo(a)anthracene	0.217	1.00 ug/L		30	54 - 120	30	54 - 120	30
3,3'-Dichlorobenzidine	2.52	5.00 ug/L		30	41 - 171	30	41 - 171	30
Chrysene	0.215	1.00 ug/L		30	55 - 120	30	55 - 120	30
bis(2-Ethylhexyl)phthalate	0.328	3.00 ug/L		30	67.2 - 123	30	67.2 - 123	30
Di-n-Octylphthalate	0.266	1.00 ug/L		30	60.9 - 120	30	60.9 - 120	30
Benzo(a)pyrene	0.231	1.00 ug/L		30	57 - 122	30	57 - 122	30
Indeno(1,2,3-cd)pyrene	0.472	1.00 ug/L		30	40 - 147	30	40 - 147	30
Dibenzo(a,h)anthracene	0.543	1.00 ug/L		30	37 - 148	30	37 - 148	30
Benzo(g,h,i)perylene	0.473	1.00 ug/L		30	42 - 168	30	42 - 168	30
Benzo(a)fluoranthene, Total	0.377	2.00 ug/L		30	50 - 120	30	50 - 120	30
1-Methylnaphthalene	0.261	1.00 ug/L		30	54.4 - 120	30	54.4 - 120	30
surr: 2-Fluorophenol			32.5 - 120	30				
surr: Phenol-d5			17.8 - 120	30				
surr: 2-Chlorophenol-d4			55 - 120	30				
surr: 1,2-Dichlorobenzene-d4			49.3 - 120	30				
surr: Nitrobenzene-d5			56.1 - 120	30				
surr: 2-Fluorobiphenyl			54.4 - 120	30				
surr: 2,4,6-Tribromophenol			49.3 - 128	30				
surr: p-Terphenyl-d14			60 - 120	30				
1,4-Dichlorobenzene-d4		ug/L						
Naphthalene-d8		ug/L						
Acenaphthene-d10		ug/L						



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Phenanthrene-d10		ug/L						
Chrysene-d12		ug/L						
Di-n-Octylphthalate-d4		ug/L						
Perylene-d12		ug/L						

Polynuclear Aromatic Hydrocarbons in Water (EPA 8270E-SIM) Version: None

Naphthalene	0.0169	0.100 ug/L		30	18 - 120	30	18 - 120	30
2-Methylnaphthalene	0.0259	0.100 ug/L		30	23 - 120	30	23 - 120	30
1-Methylnaphthalene	0.0196	0.100 ug/L		30	25 - 120	30	25 - 120	30
Acenaphthylene	0.0232	0.100 ug/L		30	15 - 120	30	15 - 120	30
Acenaphthene	0.0203	0.100 ug/L		30	23 - 120	30	23 - 120	30
Dibenzofuran	0.0217	0.100 ug/L		30	26 - 120	30	26 - 120	30
Fluorene	0.0161	0.100 ug/L		30	27 - 120	30	27 - 120	30
Phenanthrene	0.0243	0.100 ug/L		30	27 - 120	30	27 - 120	30
Anthracene	0.0228	0.100 ug/L		30	20 - 120	30	20 - 120	30
Fluoranthene	0.0161	0.100 ug/L		30	32 - 120	30	32 - 120	30
Pyrene	0.0254	0.100 ug/L		30	26 - 120	30	26 - 120	30
Benzo(a)anthracene	0.0458	0.100 ug/L		30	25 - 120	30	25 - 120	30
Chrysene	0.0552	0.100 ug/L		30	31 - 120	30	31 - 120	30
Benzo(b)fluoranthene	0.0854	0.100 ug/L		30	31 - 150	30	31 - 150	30
Benzo(k)fluoranthene	0.0864	0.100 ug/L		30	34 - 144	30	34 - 144	30
Benzo(j)fluoranthene	0.0309	0.100 ug/L		30	33 - 153	30	33 - 153	30
Benzo(a)fluoranthene, Total	0.191	0.200 ug/L		30	33 - 148	30	33 - 148	30
Benzo(a)pyrene	0.0559	0.100 ug/L		30	20 - 120	30	20 - 120	30
Indeno(1,2,3-cd)pyrene	0.0840	0.100 ug/L		30	46 - 130	30	46 - 130	30
Dibenzo(a,h)anthracene	0.0900	0.100 ug/L		30	43 - 146	30	43 - 146	30
Benzo(g,h,i)perylene	0.0721	0.100 ug/L		30	40 - 144	30	40 - 144	30
surr: 2-Methylnaphthalene-d10			31 - 120					
surr: Dibenzo[a,h]anthracene-d14			10 - 125					
surr: Fluoranthene-d10			46 - 121					
Naphthalene-d8		ug/L						
Acenaphthene-d10		ug/L						
Phenanthrene-d10		ug/L						
Chrysene-d12		ug/L						
Perylene-d12		ug/L						



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Polynuclear Aromatic Hydrocarbons in Solid (EPA 8270E-SIM) Version: None								
Naphthalene	1.28	5.00 ug/kg		30	23 - 120	30	23 - 120	30
2-Methylnaphthalene	1.10	5.00 ug/kg		30	25 - 120	30	25 - 120	30
1-Methylnaphthalene	0.401	5.00 ug/kg		30	26 - 120	30	26 - 120	30
Acenaphthylene	1.08	5.00 ug/kg		30	16 - 120	30	16 - 120	30
Acenaphthene	0.571	5.00 ug/kg		30	23 - 120	30	23 - 120	30
Dibenzofuran	1.38	5.00 ug/kg		30	26 - 120	30	26 - 120	30
Fluorene	0.631	5.00 ug/kg		30	27 - 120	30	27 - 120	30
Phenanthrene	0.718	5.00 ug/kg		30	30 - 120	30	30 - 120	30
Anthracene	0.871	5.00 ug/kg		30	22 - 120	30	22 - 120	30
Fluoranthene	0.470	5.00 ug/kg		30	31 - 120	30	31 - 120	30
Pyrene	0.626	5.00 ug/kg		30	30 - 120	30	30 - 120	30
Benzo(a)anthracene	0.824	5.00 ug/kg		30	32 - 120	30	32 - 120	30
Chrysene	1.05	5.00 ug/kg		30	35 - 120	30	35 - 120	30
Benzo(b)fluoranthene	1.37	5.00 ug/kg		30	25 - 150	30	25 - 150	30
Benzo(k)fluoranthene	0.760	5.00 ug/kg		30	30 - 141	30	30 - 141	30
Benzo(j)fluoranthene	0.680	5.00 ug/kg		30	26 - 143	30	26 - 143	30
Benzo(a)fluoranthene, Total	3.01	10.0 ug/kg		30	29 - 141	30	29 - 141	30
Benzo(a)pyrene	0.614	5.00 ug/kg		30	19 - 120	30	19 - 120	30
Indeno(1,2,3-cd)pyrene	1.05	5.00 ug/kg		30	36 - 138	30	36 - 138	30
Dibenzo(a,h)anthracene	0.891	5.00 ug/kg		30	35 - 149	30	35 - 149	30
Benzo(g,h,i)perylene	1.06	5.00 ug/kg		30	35 - 144	30	35 - 144	30
surr: 2-Methylnaphthalene-d10			32 - 120					
surr: Dibenzo[a,h]anthracene-d14			21 - 133					
surr: Fluoranthene-d10			36 - 134					
Naphthalene-d8		ug/kg						
Acenaphthene-d10		ug/kg						
Phenanthrene-d10		ug/kg						
Chrysene-d12		ug/kg						
Perylene-d12		ug/kg						
TPH (Extractables) low level in Water (NWTPH-Dx) Version: None								
Diesel Range Organics (C12-C24)	0.0330	0.100 mg/L		30	56 - 120	30	56 - 120	30
Motor Oil Range Organics (C24-C38)	0.0560	0.200 mg/L		30	30 - 160	30	30 - 160	30
surr: o-Terphenyl			50 - 150					
TPH (Extractables) in Solid (NWTPH-Dx) Version: None								
Diesel Range Organics (C12-C24)	20.3	50.0 mg/kg		30	63 - 120	30	63 - 120	30
Motor Oil Range Organics (C24-C38)	21.0	100 mg/kg		30		30		30
surr: o-Terphenyl			50 - 150					



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Organochlorine Pesticides (Low Level Water) in Water (EPA 608.3) Version: None								
alpha-BHC	0.0000940	0.000625 ug/L		30	30 - 160	30	30 - 160	30
beta-BHC	0.000144	0.000625 ug/L		30	30 - 160	30	30 - 160	30
gamma-BHC (Lindane)	0.000134	0.000625 ug/L		30	30 - 160	30	30 - 160	30
delta-BHC	0.000105	0.000625 ug/L		30	30 - 160	30	30 - 160	30
Heptachlor	0.000171	0.000625 ug/L		30	30 - 160	30	30 - 160	30
Aldrin	0.000153	0.000625 ug/L		30	30 - 160	30	30 - 160	30
Heptachlor Epoxide	0.000175	0.000625 ug/L		30	30 - 160	30	30 - 160	30
trans-Chlordane (beta-Chlordane)	0.000233	0.000625 ug/L		30	30 - 160	30	30 - 160	30
cis-Chlordane (alpha-chlordane)	0.000130	0.000625 ug/L		30	30 - 160	30	30 - 160	30
Endosulfan I	0.000131	0.000625 ug/L		30	30 - 160	30	30 - 160	30
4,4'-DDE	0.000276	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Dieldrin	0.000356	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Endrin	0.000131	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Endosulfan II	0.000211	0.00125 ug/L		30	30 - 160	30	30 - 160	30
4,4'-DDD	0.000181	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Endrin Aldehyde	0.000364	0.00125 ug/L		30	30 - 160	30	30 - 160	30
4,4'-DDT	0.000385	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Endosulfan Sulfate	0.000261	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Endrin Ketone	0.000261	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Methoxychlor	0.00207	0.00625 ug/L		30	30 - 160	30	30 - 160	30
Hexachlorobutadiene	0.000322	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Hexachlorobenzene	0.000248	0.00125 ug/L		30	30 - 160	30	30 - 160	30
Oxychlordane	0.00125	0.00125 ug/L		30	30 - 160	30	30 - 160	30
cis-Nonachlor	0.00125	0.00125 ug/L		30	30 - 160	30	30 - 160	30
trans-Nonachlor	0.00125	0.00125 ug/L		30	30 - 160	30	30 - 160	30
surr: Decachlorobiphenyl			30 - 160	30				
surr: Tetrachlorometaxylene			30 - 160	30				
1-Bromo-2-Nitrobenzene		ug/L						
Hexabromobiphenyl		ug/L						



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Analysis Details

Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike %R	RPD	BlankSpike/LCS %R	RPD
Chlorinated Pesticides in Water (EPA 608.3) Version: None								
alpha-BHC	0.00850	0.0250 ug/L		30	57 - 120	30	57 - 120	30
beta-BHC	0.00980	0.0250 ug/L		30	59 - 120	30	59 - 120	30
gamma-BHC (Lindane)	0.0159	0.0250 ug/L		30	62 - 120	30	62 - 120	30
delta-BHC	0.00870	0.0250 ug/L		30	45 - 145	30	15 - 145	30
Heptachlor	0.0113	0.0250 ug/L		30	54 - 120	30	54 - 120	30
Aldrin	0.0103	0.0250 ug/L		30	47 - 120	30	47 - 120	30
Heptachlor Epoxide	0.00790	0.0500 ug/L		30	63 - 120	30	63 - 120	30
trans-Chlordane (beta-Chlordane)	0.00820	0.0250 ug/L		30	63 - 120	30	63 - 120	30
cis-Chlordane (alpha-chlordane)	0.00820	0.0250 ug/L		30	60 - 120	30	60 - 120	30
Endosulfan I	0.00890	0.0250 ug/L		30	58 - 121	30	58 - 121	30
4,4'-DDE	0.0184	0.0500 ug/L		30	69 - 128	30	69 - 128	30
Dieldrin	0.0168	0.0500 ug/L		30	62 - 120	30	62 - 120	30
Endrin	0.0167	0.0500 ug/L		30	64 - 120	30	64 - 120	30
Endosulfan II	0.0139	0.0500 ug/L		30	64 - 120	30	64 - 120	30
4,4'-DDD	0.0186	0.0500 ug/L		30	63 - 120	30	63 - 120	30
Endrin Aldehyde	0.0163	0.0500 ug/L		30	41 - 120	30	41 - 120	30
4,4'-DDT	0.0169	0.0500 ug/L		30	57 - 124	30	57 - 124	30
Endosulfan Sulfate	0.0235	0.0500 ug/L		30	47 - 120	30	47 - 120	30
Endrin Ketone	0.0151	0.0500 ug/L		30	58 - 120	30	58 - 120	30
Methoxychlor	0.0744	0.250 ug/L		30	56 - 120	30	56 - 120	30
Hexachlorobutadiene	0.0123	0.0500 ug/L		30	20 - 120	30	20 - 120	30
Hexachlorobenzene	0.0101	0.0500 ug/L		30	41 - 160	30	41 - 120	30
Oxychlordane	0.0356	0.0500 ug/L		30	30 - 160	30	30 - 160	30
cis-Nonachlor	0.00950	0.0500 ug/L		30	30 - 160	30	30 - 160	30
trans-Nonachlor	0.00860	0.0500 ug/L		30	30 - 160	30	30 - 160	30
surr: Decachlorobiphenyl			11 - 144	30				
surr: Tetrachlorometaxylene			30 - 120	30				
1-Bromo-2-Nitrobenzene		ug/L						
Hexabromobiphenyl		ug/L						



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Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike %R	RPD	BlankSpike/LCS %R	RPD
Aroclor PCBs (0.01 ug/L or 20 ug/kg) in Water (EPA 608.3) Version: None								
Aroclor 1016	0.00248	0.0100 ug/L		30	44 - 120	30	44 - 120	30
Aroclor 1221	0.00276	0.0100 ug/L		30				
Aroclor 1232	0.00276	0.0100 ug/L		30				
Aroclor 1242	0.00248	0.0100 ug/L		30				
Aroclor 1248	0.00248	0.0100 ug/L		30				
Aroclor 1254	0.00248	0.0100 ug/L		30				
Aroclor 1260	0.00276	0.0100 ug/L		30	46 - 131	30	46 - 131	30
Aroclor 1262	0.00276	0.0100 ug/L		30				
Aroclor 1268	0.00276	0.0100 ug/L		30				
surr: Decachlorobiphenyl			21 - 120					
surr: Tetrachlorometaxylene			19 - 120					
1-Bromo-2-Nitrobenzene		ug/L						
Hexabromobiphenyl		ug/L						

Aroclor PCBs (1.0 ug/L) in Water (EPA 608.3) Version: None

Aroclor 1016	0.130	1.00 ug/L		30	62 - 120	30	62 - 120	30
Aroclor 1221	0.147	1.00 ug/L		30				
Aroclor 1232	0.147	1.00 ug/L		30				
Aroclor 1242	0.147	1.00 ug/L		30				
Aroclor 1248	0.130	1.00 ug/L		30				
Aroclor 1254	0.130	1.00 ug/L		30				
Aroclor 1260	0.147	1.00 ug/L		30	61 - 120	30	61 - 120	30
Aroclor 1262	0.147	1.00 ug/L		30				
Aroclor 1268	0.147	1.00 ug/L		30				
surr: Decachlorobiphenyl			29 - 120					
surr: Tetrachlorometaxylene			35 - 120					
1-Bromo-2-Nitrobenzene		ug/L						
Hexabromobiphenyl		ug/L						

Metals, TCLP (RCRA) 6010D 7470 1311 in Solid (EPA 6010D) Version: None

Arsenic	0.0140	0.250 mg/L		20	75 - 125	20	80 - 120	20
Barium	0.00747	0.0150 mg/L		20	75 - 125	20	80 - 120	20
Cadmium	0.000620	0.0100 mg/L		20	75 - 125	20	80 - 120	20
Chromium	0.00235	0.0250 mg/L		20	75 - 125	20	80 - 120	20
Lead	0.00652	0.100 mg/L		20	75 - 125	20	80 - 120	20
Selenium	0.0408	0.250 mg/L		20	75 - 125	20	80 - 120	20
Silver	0.00219	0.0150 mg/L		20	75 - 125	20	80 - 120	20

Metals, TCLP (RCRA) 6010D 7470 1311 in Solid (EPA 7470A) Version: None

Mercury	0.00000700	0.000100 mg/L		20	75 - 125	20	80 - 120	20
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Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike %R	Matrix Spike RPD	BlankSpike/LCS %R	BlankSpike/LCS RPD
Alkalinity, Total in Water (SM 2320 B-11) Version: None								
Alkalinity, Total	1.00	10 mg/L CaCO ₃		20			90 - 110	20
Ammonia-N in Water (SM 4500-NH₃ H-11) Version: None								
Ammonia-N	0.0400	0.0400 mg/L		20	75 - 125		90 - 110	20
Organic Carbon, Total (TOC) in Water (SM 5310 B-11) Version: None								
Total Organic Carbon	0.5000	0.5000 mg/L		20	75 - 125	20	90 - 110	20
Chemical Oxygen Demand (COD) in Water (SM 5220 D-11) Version: None								
COD	10.0	10.0 mg/L		10	90 - 110	10	90 - 110	10
Chloride (IC) in Water (EPA 300.0) Version: None								
Chloride	0.100	0.100 mg/L		20	75 - 125	20	90 - 110	20
Cyanide, Total (Direct Distillation) in Water (EPA 9014) Version: None								
Cyanide, Total	0.00500	0.00500 mg/L		20	75 - 125	20	75 - 125	20
Nitrate + Nitrite-N in Water (EPA 353.2) Version: None								
Nitrate + Nitrite as N	0.0100	0.0100 mg/L		20	75 - 125	20	90 - 110	20
Nitrogen, Total Kjeldahl in Water (EPA 351.2) Version: None								
Total Kjeldahl Nitrogen	0.500	0.500 mg/L		20	75 - 125		90 - 110	20
Nitrogen, Total Kjeldahl in Water (SM 4500-Norg D-11) Version: None								
Total Kjeldahl Nitrogen	0.500	0.500 mg/L		20	75 - 125		90 - 110	20
Phenolics in Water (EPA 420.1) Version: None								
Total Phenolics	0.0400	0.0400 mg/L		20	75 - 125		90 - 110	20
Phosphorus, Ortho-P (SRP) in Water (SM 4500-P E-11) Version: None								
Orthophosphorus	0.00400	0.00400 mg-P/L		20	75 - 125		90 - 110	20
Phosphorous, Total in Water (SM 4500-P E-11) Version: None								
Total Phosphorus	0.00800	0.00800 mg-P/L		20	75 - 125		90 - 110	20
Ammonia-N (in Solid) in Solid (SM 4500-NH₃ H-11) Version: None								
Ammonia-N	0.400	0 mg/kg NH ₃ -N		20	75 - 125		90 - 110	20
Nitrate + Nitrite-N, Solid Matrix in Solid (EPA 353.2) Version: None								
Nitrate + Nitrite as N	0.100	0.100 mg/kg		20	75 - 125		90 - 110	20
Phosphorous, Total in Solid (SM 4500-P E-11) Version: None								
Total Phosphorus	2.67	2.67 mg-P/kg		20	75 - 125		90 - 110	20
Solids, Total, Dried at 103 -105 °C in Solid (SM 2540 G-11) Version: None								
Total Solids	0.04000	0.04000 %		20				
Metals, TCLP (RCRA) 6010D 7470 1311 in Solid (EPA 1311) Version: None								



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Analyte	MDL	Reporting Limit	Surrogate %R	Duplicate RPD	Matrix Spike		BlankSpike/LCS	
					%R	RPD	%R	RPD
Composite sample in Water (Laboratory SOP) Version: None								
Composite sample for Extractables Testing in Water (Laboratory SOP) Version: None								
Composite sample for Metals Testing in Water (Laboratory SOP) Version: None								
Composite sample for VOC testing in Water (Laboratory SOP) Version: None								
Filter 0.45 micron (O-Phos) in Water (Laboratory SOP) Version: None								
Filter 0.45 micron in Water (Laboratory SOP) Version: None								
Metals, TCLP (RCRA) 6010D 7470 1311 in Solid (Digest per Method) Version: None								



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Terms and Conditions

Sample Receiving Hours:

Samples are routinely accepted from 07:30 to 18:00 (Pacific Time) Monday through Friday and 08:00 to 12:00 on Saturday at ARI's facility located at 4611 S. 134th Place, Suite 100, Tukwila, WA 98168. When samples must be delivered at other times, or a Sunday, or holiday, the Client must pre-arrange the delivery at least 24 hours in advance. With prior arrangement, samples may be placed in a secure locker at ARI's facility anytime 24 hours per day 7 days a week. Such samples will be officially received the next business day. Samples accepted at the premises after 3:00 p.m. on any day will be logged into the ARI LIMS data system on that day, but the turnaround time may be calculated starting the following morning at 7:30 A.M. To provide a supportive work environment for its employees, ARI reserves the right to refuse samples with short holding times or expedited turnaround times that would require staff to work on scheduled holidays. Scheduled holidays include; New Year's Day, Memorial Day, July 4th, Thanksgiving Day and Christmas Day. Adherence to holding times may not be guaranteed for samples delivered within these specified holiday periods.

Safety:

ARI will not accept any sample which in its judgment, may pose an increased health, safety or environmental risk during routine processing for which ARI is not equipped to handle. Radioactive samples (>250 uR/hr) are not accepted. It is a client's responsibility to notify ARI when their samples pose or are suspected to pose a health or safety risk.

ARI operates an extensive disposal program to ensure that all laboratory wastes, including samples, are disposed of safely in accordance with federal, state and local regulations. In effort to minimize waste, this program requires that samples be submitted only in the amounts specified by ARI. Samples arriving with volumes in excess may be subject to an additional charge for sample disposal. Clients may consult an ARI Project Manager for guidance on appropriate sample collection volumes.

Acceptable Samples:

Samples are considered acceptable when meeting the following requirements. ARI will attempt to resolve acceptability issues with clients when samples arrive at the lab. When specific acceptability issues cannot be resolved, samples will be returned to ARI's client. Analysis of non-conforming samples will be documented in ARI's final analytical report.

1. Timelines:

Holding Time is the maximum amount of time that may elapse between sample collection and sample preparation or analysis. Holding times are prescribed by regulatory agencies and documented in published analytical methods or Quality Assurance documents. Adherence to method specified holding times is required. ARI will make every attempt to meet holding times specified in the applicable methodology or a contractual agreement. ARI's client is responsible for delivering samples to the laboratory with sufficient time to complete the analysis within the prescribed holding time. Samples may not be accepted when holding times have been exceeded or will be exceeded before analysis can take place unless the client authorizes analysis. When this happens, ARI will contact the Client to determine how to proceed with the analysis. ARI reserves the right to assess rush surcharges for samples received with less than 72 hours remaining in the holding time from collection. These charges may also be applied if analytical requirements for already delivered samples are not received until there is less than 72 hours left in the holding time.

2. Sample Containers:

Sample must be submitted in an appropriate sample container with sufficient sample volume to perform all requested analyses. When ARI receives a sample with insufficient sample volume, the client will be contacted to determine how to process the sample. Inappropriate sample container material may affect analytical results; therefore, samples must be submitted only in approved sample containers. If insufficient sample volume is received by the laboratory to achieve published reporting limits for a specified analysis, the project manager (PM) will inform the Client and discuss options for reporting elevated limits or re-sampling.

3. Preservation:

Chemical or thermal preservation for samples may be required to halt or reduce natural degradation. All samples requiring preservation must be pre-preserved prior to arriving at ARI. ARI will provide sample containers with appropriate preservative upon request. Samples requiring thermal preservation must be received at a temperature between ≥ 0.0 and ≤ 6.0 °C. Samples received on ice where insufficient time has elapsed between sample collection and sample receipt, are acceptable if the cooling process has begun. ARI's client will be notified when samples are received outside of acceptable temperature range or without proper chemical preservation. ARI staff will attempt to preserve improperly preserved samples upon arrival but when such preservation is not possible, the samples may be refused unless the client authorizes analysis. Water samples for volatile organic analysis (VOA) and ferrous iron (Fe+2) are exceptions. Due to the nature of these analytes and method requirements, the preservation is checked after the samples are analyzed. When aqueous VOA or Fe+2 samples do not meet preservation requirement it will be explained in the project narrative. Non-compliant samples analyzed under these conditions will be billed to the client.

4. Documentation:

Proper, full, and complete documentation must accompany each sample. At a minimum, this will include a Chain of Custody or similar document that includes:

- a. Sample identification(s) that match the container label(s)
- b. The date and time of sample collection
- c. Identification of the sample collector
- d. The client's identity
- e. The type of sample
- f. The analyses requested
- g. The type of preservation (when required)
- h. The turnaround time requested
- i. Special instructions for sample handling or analysis
- j. Name and signature of relinquishing party and date/time samples were relinquished to ARI.
- k. Name and signature of ARI staff receiving the sample including the date and time of receipt at ARI.

Additional documentation may be required including but not limited to: lists of project specific instructions (reporting limits, control limits, deliverable requirements etc.), USDA Regulated Soils or Tissue Import permit documents, etc.

All documentation must be legible and produced using indelible ink on durable (water-resistant) labels or paper. If the laboratory cannot decipher the identity of a sample, it may be rejected and the client notified.

ARI will attempt to contact the client to obtain any missing information. If the client cannot be immediately contacted, and hold times are not an issue, the sample(s) will be appropriately stored and will not be logged in until the information is acquired. However, if a delay in sample log-in could result in missed hold times for any of the requested analyses, ARI may proceed with log-in and analysis based on the information provided. In these cases, requested turnaround times may be exceeded and ARI is not liable for errors resulting from not having sufficient information to meet the client's expectations. The client will be liable for all analyses conducted to meet holding time requirements.

Changes to requested analyses received after samples have been accepted by ARI must be submitted by written request to ARI's Project manager. E-mail and/or fax requests are acceptable. Clients are responsible for cost incurred by ARI prior to receiving a request to modify requested analyses.

ARI will accept a sample or group of samples by signing the accompanying Chain-of-Custody record(s). Prior to ARI's acceptance of any sample, the entire risk of loss of or damage to such sample shall remain with the client. In no event, will ARI have any responsibility or liability for the action or inaction of any carrier handling shipment or delivery of samples to ARI.

Hazardous Waste:

ARI reserves the right to charge a disposal fee not to exceed \$10.00 per sample. ARI also reserves the right to return any sample to the Client. Client agrees to accept the return of such samples to its facilities and bear the costs for preparation and transport of the hazardous samples. All samples containing PCB concentrations greater than 50 ppm will incur a disposal fee of \$50.00 per sample due to transportation and disposal costs.



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Sample Storage and Disposal:

ARI will archive water samples for 30 days, soil samples for 60 days, and frozen solids or tissues for 1 year from collection. When this time expires, ARI will return the samples to the client or properly dispose of the samples. ARI reserves the right to charge for storage when a client requests longer sample archival or delivers samples that are not analyzed.

Samples that arrive at ARI with a request to be placed 'On Hold' by the client are done so at the client's risk. It is the client's responsibility to notify ARI prior to 24 hours of the expiration of the holding time to proceed with any analysis. Samples released from hold that are approaching expiration of holding times may incur rush fees to complete the extraction/analysis.

Minimum Fee:

A seventy dollar (\$70) minimum charge is required for sample log-in and processing per work order received. This charge applies even if samples are placed on hold and then cancelled.

Samples placed on hold and not analyzed may be subject to charges equal to 25% of the original analytical fee.

Reporting Limits:

ARI's reporting limits are based on method detection limit (MDL) studies and demonstrated analyte response. These limits consider sample weights or volumes, and extract or digest volumes as specified in ARI Standard Operating Procedures (SOP). Reporting limits are matrix dependent. The sample matrix may preclude achievement of published reporting limits. ARI's analysts will endeavor to analyze samples as concentrated as possible based on the matrix. It is at the discretion of ARI to define the point at which sample overload will damage the analytical system.

QA Acceptance Criteria:

ARI calculates and publishes acceptance limits for QA parameters including but not limited to LSC spike recovery, matrix spike recovery and replicate RPD. These limits are based on historic data, reviewed at least quarterly and updated as necessary. ARI's published QA acceptance criteria may change between the time a quotation is prepared and when samples arrive at ARI's facility.

Turnaround Time:

Turnaround time (TAT) constitutes the number of working days between sample receipt and due date for delivery of the analytical results. If the due date falls on a weekend or holiday, the TAT will extend to the following business day. ARI shall make every reasonable effort to meet any due dates quoted or acknowledged. Upon the request of the Client and subject to ARI's approval, ARI may agree to use its best efforts to perform services for the Client on an expedited basis. ARI reserves the right to assess a surcharge for expedited (RUSH) services. If expedited services cannot be performed and the results thereof provided in writing by the specified date, ARI will, subject to the provisions and to the extent available, provide verbal results by telephone to the Client on such specified date to fully satisfy its obligations. Please see quote for expedited (RUSH) service pricing.

Additional services:

Additional services may be required to accurately analyze samples. These services may include pre-screening, digestion, filtration, dilution, or distillation, turbidity analysis, special shipping, handling, or disposal processes and may result in additional costs.

Additional Terms and Conditions

Acceptance, Agreement:

Clients may order analytical or related services from ARI by purchase order, by telephone (followed by written confirmation from the Client), by e-mail, by fax, or by a negotiated contract. Any such order by Clients shall constitute acceptance of ARI's offer to do business with the Client under these Terms and Conditions. Client's delivery of samples to ARI shall also constitute acceptance by Client of these Terms and Conditions.

It is the client's responsibility to verify that ARI holds the certifications, accreditations or approvals required by the data user prior to submitting samples.

Assignment:

This agreement is not intended to create any rights in any third party, including any party with whom the client has contracted, except as expressly provided herein.

Changes:

Any changes to this agreement must be confirmed in writing by ARI and the client. If changes are made after the originally requested testing is initiated or has been completed, the client must accept payment responsibility for those services. ARI is not responsible for holding times that are exceeded due to such changes initiated by clients.

Client Disclosure:

The Client warrants that any sample containing any hazardous substance will be packaged, labeled, transported, and delivered in accordance with applicable laws and that the presence of any known or suspected hazardous substances be disclosed in writing, prior to or accompanying any shipment.

Collection:

In the event of default in payment of services rendered, the Client is responsible for reasonable collection/legal fees.

Confidentiality:

All sample data are confidential to the client paying for the services. ARI will not release the data to a third party without authorization from the client.

Credit:

In the absence of an established credit arrangement and/or an authorized purchase order, all sample charges must be pre-paid prior to processing.

Data Delivery:

ARI will prepare and deliver to the Client a written report of the results of ARI's services with respect to a sample upon completion of all services ordered for that sample. For most services, the Client may designate the format and content of such report in accordance with one of ARI's standard report formats (see Data Deliverables Summary).

Verbal, fax, or e-mail preliminary results may be given in advance of the final written report of results. Such preliminary results are tentative results only and are subject to change based upon ARI's quality assurance review procedures. ARI shall not be liable in any way for damages incurred by the Client as a result of the Client's relying on verbal, fax, or e-mail preliminary data.

Discounts:

Economy-of-scale discounts are available and are determined by the number of samples and the nature and scope of the requested analyses. Quotations are provided free of charge. For established clients, discount rates are reevaluated annually, and a new rate is applied to future invoices based upon the previous year's volume of work, type of analyses, ease of scheduling, and work continuity. For clients with intermittent analytical needs, discounts may be extended based upon the quantity of work submitted at one time.

Disputes:

If a dispute should arise to the performance of the services to be provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

Documents:

The documents ARI furnishes to Client are intended for Client's exclusive reliance and internal use and not for advertising or other types of general distribution or publication. Client agrees to obtain ARI's written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk without liability to ARI.



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Entire Agreement:

Unless superseded by a signed contract, these standard Terms and Conditions are an integral part of the agreement between ARI and Client. Further, the agreement, including these Terms, constitutes the entire agreement between ARI and Client relating to the project and any written or oral representations, assurances, commitments, or agreements by ARI not contained herein are void.

Expert Services:

Should ARI be requested to provide expert testimony or consulting services related to this agreement, ARI shall be compensated at the prevailing rate charged for similar services in the U.S. The parties shall reach written agreement as to ARI's compensation before ARI shall provide such services or testimony.

Fee Schedule:

Prices are subject to change without notice. Prices listed herein include one original hardcopy of the analytical report in ARI Type 1 or 2 format sent by U.S. mail. Prices also include electronic deliverables in ARI's ARIEL format upon request.

Additional charges will apply for specific QA/QC hardcopy report formats, such as EPA CLP or PSDDA QA2 data deliverables (see Type 3 and 4 in Data Deliverables section). Additional charges may apply for customized hardcopy or electronic deliverables that differ significantly from the standard ARI formats.

ARI's prices include sample containers delivered to the Client's facility within the continental US. International shipping costs are not included. ARI reserves the right to invoice for Client-specified rush delivery or special handling of sampling containers.

Force Majeure:

ARI shall not be responsible for non-performance or delay in work to be performed caused by Client, Client's employees, agents, or contractors, or caused by factors beyond ARI's control such as acts of governmental authorities, unanticipated physical conditions not now known, labor disputes, or natural disasters.

Indemnity:

The Client shall indemnify and hold harmless ARI from any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines, and/or other costs (including but not limited to liability to other parties) arising out of (a) the presence of hazardous substances in any sample of the Client, (b) accidents occurring during shipment and delivery of any sample, (c) events or delays caused by the Client or its agents, (d) negligence by the Client in use, interpretation, or application of results provided by ARI. Tests and observations will be conducted using appropriate test procedures and laboratory protocols. If the Client requests test procedures that vary from our standard or recommended procedures, Client agrees to hold ARI harmless from all claims, damages, and expenses arising out of that direction.

Inspection:

The Client may inspect ARI's facilities at its premises during normal business hours. ARI may limit or deny inspection privileges if, in the reasonable judgment of ARI, such limitation or denial is necessary or advisable for reasons of health, safety, protection of ARI's competitive position and/or preservation of confidential information.

Insurance:

ARI represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that ARI has such coverage under public liability and property damage insurance policies which ARI deems to be adequate. Certificates of all such policies of insurance shall be provided to Client upon written request.

Intellectual Property:

Methods, procedures, innovations, discoveries, and equipment developed and employed by ARI for any specific analytical project shall remain the sole property of ARI unless otherwise agreed upon in a signed contract with Client.

Law, Governing:

The validity and construction of these Terms and Conditions shall be governed by the laws of The State of Washington. In the event of any dispute relating to or concerning these Terms and Conditions, the parties hereto will submit exclusively to the jurisdiction of any court of competent jurisdiction sitting in the state of Washington, and will comply with all requirements necessary to give such court exclusive jurisdiction thereof.

Liability:

The liability and obligation of ARI is limited to repeating the services performed or, at the sole option of ARI, refunding in full or part fees paid by the Client for such services. Repeating the services may be subject to the Client providing at the Client's expense an additional sample, when necessary, due to expired analytical holding time or insufficient sample volume available to repeat the service. Except for the provisions specifically stated herein, ARI shall have no liability, obligation, or responsibility of any kind for any losses, costs, expenses, or damages (including but not limited to any special, indirect, incidental, or consequential damages) for any representation or warranty of any kind with respect to ARI's services. No action, regardless of form, arising out of or brought in connection with any services provided under this agreement may be brought by the client more than one (1) year after the performance of said services by ARI. It is expressly agreed that ARI shall have no liability to Client unless the liability arises out of the willful misconduct or gross negligence of ARI or its duly authorized employees.

Notices:

Client shall promptly inspect completed data packages and shall notify ARI of any defects or nonconformity within thirty (30) days of receipt. Failure to provide timely notification to ARI, or provide payment for services which client had the opportunity to inspect, shall be considered acceptance of such services except as to latent defects which reasonable and timely inspection would not have revealed.

Payment:

All fees are charged or billed directly to the client. The billing of a third party will not be accepted without a statement, signed by the client and third party, which acknowledges and accepts payment responsibility.

If Client directs ARI to invoice a third party, Client agrees to be responsible for ARI's compensation until ARI receives the third party's written acceptance of all terms of our agreement and until ARI agrees to extend credit to that party. Unless ARI's written acceptance of a billing substitution is given prior to acceptance of samples, Client agrees to be responsible for ARI's compensation even if the third party is subsequently accepted by ARI.

In the event Client fails to pay ARI within sixty (60) days following the invoice date, ARI may consider the default a total breach of this agreement and ARI may, at its option, terminate all duties without liability to Client or to others.

Retention of Samples and Records:

After analytical results are reported to the Client, ARI shall retain copies of the reports and all associated raw data for a period of 7 years, after which all documentation will be recycled. If the client requests additional copies of analytical reports during the retention period, ARI reserves the right to assess additional charges for the preparation of such reports. It will be at the discretion of the laboratory Project Manager to assess these charges.

Sample Delivery Group (SDG):

An SDG consists of any group of twenty or fewer samples of the same matrix, designated for the same analysis, and received within a 7 day period.

Scheduling:

Scheduling of samples and delivery of reports as detailed in the turnaround specifications in the SOW are subject to the following conditions: a) the samples are received within the time periods originally agreed upon in the attached Schedule or Statement of Work (SOW) and the corresponding ARI quotation to Client, and b) there is no identifiable matrix interference associated with the sample(s).



Analytical Resources, LLC
Analytical Chemists and Consultants

Chris Merwede
City of Everett
General Services Bid 2024

Analytical Services Quotation

Printed: 2/29/2024
Effective: 16-Nov-2023
Expires: 31-Dec-2024

Samples will be discarded 90 days after submission of a final report unless other instructions are received.

Services:

Where applicable, ARI will use analytical methodologies that conform to U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, Puget Sound Estuary Protocols (PSEP), or other recognized methodologies if necessary; or appropriate due to the nature or composition of the sample or otherwise based on the sole judgment of ARI. Occasionally, project circumstances may require non-traditional analytical methodologies that are not identical to EPA, state or agency protocol. Such testing will be undertaken in a manner consistent with recognized scientific analytical procedures and good laboratory practices.

Standard Operating Procedures (SOPs):

ARI performs all analytical procedures per method-specific SOPs. These documents are available to our clients upon verbal or written request. The Client may be asked to review and sign an agreement of non-disclosure prior to release of any SOP. All SOPs remain the property of ARI.

Subcontracting:

ARI will not subcontract any samples to other laboratories, for any reason, without first notifying the Client. If subcontracting is necessary, samples will be sent only to analytical laboratories that are pre-approved by ARI's Client.

Suspension:

ARI is aware that field or project conditions sometimes change. Client may order performance of all or any part of the services suspended at any time by written notice. ARI may refuse to resume performance of the suspended services at its discretion, and shall be compensated for services completed through receipt of the notice, and for the reasonable cost of suspending and resuming work.

Use of Data:

All results provided by ARI are strictly for the use of the Client and ARI is in no way responsible for use of such results by the Client or third parties. All results should be considered in their entirety and ARI is not responsible for the detachment, separation or other use of any portion of the results. Data produced by ARI are ARI's property until the bill for the analytical work is paid.

Waiver:

Failure by either party to enforce any of the terms in any particular instance shall neither constitute a waiver of its rights under this agreement, nor shall it constitute a continuing waiver or preclude subsequent enforcement thereof.

Warranty:

ARI will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of ARI's profession practicing in the same or similar locality. No other warranty, expressed or implied, is or has been made by ARI.

Definitions:

"ARI" shall mean "Analytical Resources, LLC" and its employees, servants, agents and representatives.

"Captions or Descriptive Titles" of the Sections of these Terms and Conditions are solely for convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

"Client" refers to the person or business entity ordering the services to be performed.

"Fee" shall mean the amount or sum payable to ARI by the Client for ARI's services rendered.

"Hazardous Substance" shall mean any material or substance of any kind which is (or potentially is) poisonous, toxic, radioactive, explosive, flammable, or otherwise hazardous, or the handling, transport, disposition and/or disposal of which poses (or potentially poses) any hazard or risk to the environment or the safety and health of persons handling it.

"Premises" shall mean the site of ARI's laboratories and facilities.

"Quotation" shall mean ARI's standard form of Sales Quotation (as such form may be amended from time to time by ARI), appropriately completed, and executed by an authorized representative of ARI (whether or not executed by the Client).

"Receipt Date" shall mean the date on which a sample is delivered and accepted by ARI.

"Sample" or "Samples" shall mean any material or substance delivered by the Client to ARI hereunder on which one or more specific tests or analytical procedures are (or are to be) performed. A single delivery of material or substance by the Client, whether or not in one or more containers, may comprise one or more samples.

"Terms and Conditions" shall mean these Terms and Conditions and any additions or amendments agreed to in writing by ARI.

"Work" means the specific analytical, testing, or other services to be performed by ARI as set forth in ARI's service agreement, the Client's acceptance thereof and these General Conditions.

Project title: 2024 Professional Services Agreement with Edge Analytical for environmental analytical testing services.

Council Bill #

Project: Environmental Analytical Testing Services

Partner/Supplier: Edge Analytical

Location: Everett

Preceding action: N/A

Fund: 401 – Water & Sewer Utility Fund

Agenda dates requested:

Briefing
Proposed action
Consent 3/20/24
Action
Ordinance
Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Edge Analytical with a total compensation amount not to exceed \$100,000. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

Public Works currently receives environmental analytical testing services from Edge Analytical. The 2024 Professional Services Agreement will be a 5-year contract initiated in 2024 through December 31, 2028, with a total contract amount of \$100,000.

Edge Analytical will provide analysis of samples, and the accompanying quality control samples or other laboratory parameters at the discretion of the project manager, in accordance with EPA recognized test methods for drinking water, wastewater, and solids samples.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2024 Professional Services Agreement with Edge Analytical for environmental analytical testing services.

Initialed by:

RLS

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

BASIC PROVISIONS	
Service Provider	Edge Analytical
	1620 S Walnut St Burlington, WA 98233
	Larry Henderson ljh@edgeanalytical.com
City Project Manager	Chris Merwede
	City of Everett – Public Works - EEL 3200 Cedar St. Everett, WA 98201
	cmerwede@everettwa.gov
Brief Summary of Scope of Work	Environmental analytical testing services
Completion Date	December 31, 2028
Maximum Compensation Amount	100,000.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Brynna Howard
	(360) 336-2112
	brynnah@wycoffinsurance.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

EDGE ANALYTICAL

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Ben Miller

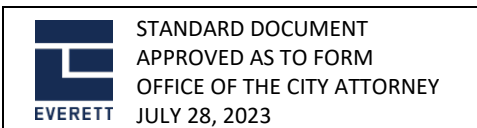
Signer's Email Address: bmiller@edgeanalytical.com

Title of Signer: CEO

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle

will be used in accomplishing this Agreement may be substituted for this insurance requirement.

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

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
 - C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and

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

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

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

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

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

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

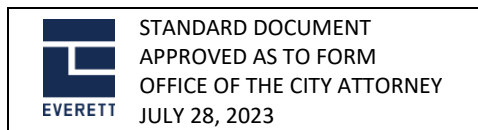


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Analysis of samples and the accompanying quality control samples listed in attached quote, or other laboratory parameters at the discretion of the project manager, in accordance with EPA recognized test methods for drinking water, wastewater, and solids samples.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☒ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

EXHIBIT B

Compensation shall not exceed the contracted amount over the lifetime of the contract. Edge Analytical to submit rate sheet for 2027 – 2028 prior to current rate sheet expiration. Invoice rates must match rates defined within the contract.

See attached rate sheet.



Analytical Services Quotation

Client: Everett Environmental Lab Bid Date: 1/19/2024
Client ID: EVE04 Expiration: 12/31/2026
Prepared for: Chris Merwede

Approximate 10 Business Day turnaround time for inorganics and 15 BD for organics

Services & Materials included in pricing:

- >Results online or PDF
- >Bottles and coolers for transport

Analysis	Method	QL	2024	2025	2026
			Unit price	Unit price	Unit price
Snohomish County Short List	Varies	Varies	\$259.00	\$272.00	\$285.00
THM	524.1	.5 ug/L	\$135.00	\$142.00	\$149.00
Sodium	200.7	.5 mg/L	\$33.00	\$35.00	\$36.00
Iron	200.7	.5 mg/L	\$33.00	\$35.00	\$36.00
Hardness	200.7	1.0 mg/L	\$38.00	\$40.00	\$42.00
Ortho Phos	SM4500-P F	.01 mg/L	\$33.00	\$35.00	\$36.00
Calcium	200.7	.5 mg/L	\$33.00	\$35.00	\$36.00
Magnesium	200.7	.5 mg/L	\$33.00	\$35.00	\$36.00
NO3	SM4500-NO3 F	.1 mg/L	\$33.00	\$35.00	\$36.00
NO2=NO3	SM4500-NO3 F	.10/.01mg/L	\$33.00	\$35.00	\$36.00
Ammonia	350.1	.01 mg/L	\$33.00	\$35.00	\$36.00
Total Phosphorous	SM4500-P F	.01 mg/L	\$33.00	\$35.00	\$36.00
TKN	351.2	.20 mg/L	\$51.00	\$54.00	\$56.00
Hex Chrome	218.6	.03 ug/L	\$122.00	\$129.00	\$134.00
Total Coliform/E. coli (p/a)	SM9223B	P/A	\$33.00	\$35.00	\$37.00

Sandy Skrabut

Sales Representative
Edge Analytical Laboratories
1620 S. Walnut St.
Burlington, WA 98233
Office 360-757-1400 ext. 102
Cell 360-770-0151

Project title: A Professional Services Agreement with MacLeod Reckord to Provide Landscape and Engineering Services for the Forest Park Pickleball Court Installation Project

Council Bill #

Agenda dates requested:

Briefing
 Proposed Action
 Proposed Action
 Consent 03/20/2024
 Action
 Ordinance
 Public hearing
 Yes ☒ No

Budget amendment:
 Yes ☒ No

PowerPoint presentation:
 Yes ☒ No

Attachments:
 PSA

Department(s) involved:
 Parks & Facilities

Contact person:
 Bob Leonard

Phone number:
 425-257-8335

Email:
 bleonard@everettwa.gov

Initialed by:
RML
 Department head

Administration

Council President

Project: Forest Park Pickleball Court Installation

Partner/Supplier: MacLeod Reckord PLLC

Location: 802 E. Mukilteo Blvd, Everett

Preceding action: None

Fund: Fund 354, Program 093 (CIP-3)

Fiscal summary statement:

The proposed Professional Services Agreement with MacLeod Reckord PLLC is for design and engineering services for the proposed Forest Park Pickleball Project. The source of funds is Fund 354, Program 093. The estimated professional service scope of work is not to exceed \$176,388.81.

Project summary statement:

The City of Everett and the Mukilteo Everett Pickleball Club are partnering in the planning, design and construction of Everett's first multiple court outdoor recreation facility dedicated solely to pickleball, the nation's fastest growing sport for people of all ages and abilities.

The professional services scope of work includes design services for the development of improvements and expansion of existing hard and soft surface sport and game courts at Forest Park. Services include site survey and mapping, geotechnical exploration, reporting, stormwater engineering, utilities extension (domestic water and electrical), cost estimating, specifications, and bid documents.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a professional service agreement with MacLeod Reckord to provide landscape and engineering services for the Forest Park pickleball court installation project.



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

BASIC PROVISIONS	
Service Provider	MacLeod Reckord PLLC
	110 Prefontaine Place South, Suite 600 Seattle, WA 98104
	connier@MacleodReckord.com
City Project Manager	Brad Chenoweth
	City of Everett – Parks and Facilities 802 E Mukilteo Blvd Everett, WA 98201
	bchenoweth@everettwa.gov
Brief Summary of Scope of Work	Professional Design and Engineering Services for the Forest Park Pickleball Project
Completion Date	June 1, 2025
Maximum Compensation Amount	\$176,388.81

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Laressa Berhardsen
	425-354-5988
	laressabernhardsen@aaawa.com
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 Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

PACE ENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Connie Reckord

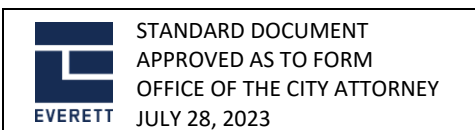
Signer's Email Address: connier@MacleodReckord.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle

will be used in accomplishing this Agreement may be substituted for this insurance requirement.

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

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
 - C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and

harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

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

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

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

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

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

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

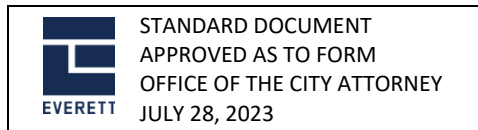


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Exhibit A **SCOPE OF WORK** February 1, 2024

Forest Park Pickleball Court Improvements

PROJECT DESCRIPTION

The Scope of Work includes provision of professional design services for the development of improvements and expansion of existing hard and soft surface sport and game courts at Forest Park. The existing game and sport courts accommodate tennis, basketball, hockey, and pickleball in two fenced and gated hard surface courts and horseshoe and cornhole in soft surface courts on the perimeter of the fenced courts. Support facilities that include restrooms, picnic shelter, unscheduled green open space, parking, and access paths are in close proximity. Services include site reconnaissance, survey and mapping, geotechnical exploration, evaluation, and reporting, stormwater engineering, utilities extension (domestic water and electrical), development of the design with documentation submittal milestones at 60%, 90%, and 100%, cost estimating, specifications, Historic Properties Inventory, review/approval with City staff and Council.

Project Program Elements

Program elements are as shown in the Conceptual Site Plan by City of Everett dated 2023-04-03. The program includes, but is not limited to: new regulation sized pickleball sport court containing four (4) courts, restriping of two (2) existing multi-use sport courts for tennis, basketball, and pickleball, reconfiguration of basketball courts/baskets and potentially hockey, new and /or renovated sports lighting layout, new courts for horseshoe and cornhole, improvements to pedestrian circulation and access in the immediate vicinity of the courts, and site amenities including fencing, drinking fountain(s), benches, trash receptacles, signage, and sod and limited planting restoration. The Conceptual Site Plan shows the addition of a retaining wall to support the southeast corner of the additional court however the City has determined shifting the court north to avoid a large downslope retaining wall is acceptable. A shorter upslope retaining wall and associated tree removal may be required on the north end of the new court.

Funding

The project is funded in part with a Washington Department of Commerce Grant.

ROLES & RESPONSIBILITIES

MacLeod Reckord will contract with sub-consultants as identified below. Roles and responsibilities are as follows:

- **MacLeod Reckord (MR)** – Project management, team coordination, landscape architectural design and documentation, overall documentation coordination, project oversight, and QA/QC.
- **PACE Engineers (PACE)** – Civil and structural engineering, TESC, storm drainage and utility design and documentation. Survey and mapping will be provided under separate contract with the City.
- **HWA GeoSciences (HWA)** – Geotechnical evaluation, reporting, and engineering.

- **Stantec** – Electrical engineering and documentation.

GENERAL PROJECT ASSUMPTIONS

1. Meetings and deliverables have been included in the Scope as outlined herein.
2. Grading plans and non-structural (low) retaining wall will be prepared, stamped, and signed by the landscape architect.
3. Collaboration for the integration of public art is not included in this scope of work.
4. Review comments from various City Departments/reviewers will be consolidated by the City into a single review document set for each formal submittal and for each deliverable (reports, calculations) noted in the scope. Design team will provide a consolidated response to each set of comments.
5. Variance to the City of Everett code not anticipated.
6. Graphic design of specialty sign faces is not included in this scope of work.
7. LEED™ Process is not included at this time, however sustainable building practices will be incorporated into site and building design as program and budget allow.
8. Structural evaluation of existing facilities, including existing retaining walls, in the project area is not included in the scope.
9. The permit applications that are anticipated include the following: Clearing and Grading, Site Plan Application Development and Land Use. MacLeod Reckord will support the City by providing calculations and information but the permits will be prepared by City staff.

SCHEDULE

The scope of work is premised on a Notice-to-Proceed date of end of February 2024.

Tentative schedule as follows (permit review/comment schedule dependent):

- 60% PS&E completed April 2024 for permit review and grant application.
- 90% PS&E completed July 2024.
- 100% PS&E completed September 2024.

DESIGN STANDARDS/CRITERIA

1. Electronic drawing format ACAD current version, Civil 3D current version, or as mutually agreed.
2. Specification Outline for 60% submittal to be formatted for as CSI Master Format Specification. Assumed that “Front-end” specifications including Division 0 and Division 1 shall be prepared by the City.
3. *City of Everett Design and Engineering Standards*, current version.
4. 2010 ADA Standards for Accessible Design.
5. WADOE, 2019 *Stormwater Management Manual for Western Washington*.
6. WSDOT, *Standard Specifications for Road, Bridge, and Municipal Construction*, English, current edition.

DELIVERABLES

Drawing format for design plans will be ACAD current version, with Civil 3D as appropriate to content. Preliminary review and final submittal sets will be in PDF format.

DOCUMENTS AND DATA TO BE FURNISHED BY CITY OF EVERETT:

The following documents and data will be the responsibility of the City:

- All available utility and record drawings for the project site. Note City indicates no reliable as-builts available.
- Any required standards for site amenities, signage, etc.

WORK TASKS

TASK 1. PROJECT ADMINISTRATION AND MANAGEMENT

- 1.1 Project Coordination:** Coordinate the Consultant design team to ensure that the work is completed on schedule, is technically competent, and meets City's requirements. Develop and implement the work plan and provide overall coordination and review of the work. Distribute project data and organize and administer regular internal coordination meetings of the design team to facilitate execution of the work and respond to requests for information.
- 1.2 Check-In Meetings:** Meet with City and their assigns (may include but not be limited to multiple City departments, boards, and council) to discuss and/or present project issues, schedule, progress, and general coordination of effort.
- 1.3 Document Management:** Provide for the management of drawings and documents received and generated over the course of the project, including review, distribution, filing and storage.
- 1.4 Project Schedule:** Provide a detailed schedule (1 draft, 1 final) for the Consultant work elements, integrating project deliverables and milestones with schedules identified by City.
- 1.5 Subconsultant Management:** Subconsultant management includes the preparation and execution of subcontracts with each Subconsultant involved in the project. The Consultant will schedule regular coordination meetings, provide ongoing overview of progress, review of invoices, and overall coordination of Subconsultants involved in the project.
- 1.6 Quality Assurance/Quality Control:** Conduct a quality assurance check of all deliverables prior to submittal to the City.
- 1.7 Invoicing:** Prepare and submit regular invoicing and monthly progress reports.

Assumptions:

- *Regular check-in meetings will be held remotely, will include team members as appropriate, and will be scheduled approximately twice monthly.*

Deliverables:

- *Contract Documents*
- *Project schedule*
- *Monthly Invoicing and Progress Reports*
- *Regular communication, agenda for Check-In Meetings and meeting notes.*

Meetings:

- *(18) Check-In Meetings*

TASK 2. SITE RECONNAISSANCE

2.1. Survey and Mapping: Not Included in this Scope of Work.

2.2. Site Reconnaissance and Document Search: Perform site reconnaissance for purposes of reviewing site conditions. Confirm in discussion with the City any operational requirements that will impact site layout.

Meetings:

- *None. Meetings associated with this effort assumed to be incorporated into Task 1.2.*

TASK 3. GEOTECHNICAL EVALUATION AND REPORTING

- 3.1 Document Review:** Research and review documents and data as readily available and as provided by the City. Research to inform on issues related to potential for settlement, slope and subgrade stability, likely foundation strategies for structures, and potential for infiltration of stormwater.
- 3.2 Site Visit:** HWA will conduct one site visit to observe existing site conditions.
- 3.3 Site Investigation:** Following site visit and once locations of wall and light poles and stormwater LID BMPs are determined, perform a site investigation consisting of up to 3 test pits near locations of proposed improvements. Perform site visit for utility locates, a site visit to check locates and about one-half day of test pit activity. Prepare exploration logs and assign laboratory testing.
- 3.4 Technical Support:** Provide input to team on likely requirements for structure foundations including low retaining wall and relocated light poles, potential for and impacts of long-term settlement, stability for pavement improvements, earthwork operations, and feasibility of using infiltration BMP strategies for stormwater management.
- 3.5 Report:** Provide draft and final Geotechnical report summarizing the available information and construction recommendations.
- 3.6 Document Review and Comment:** Provide review and comment of 60% Plans and 90% Plans and Specifications for compliance with recommendations in the geotechnical report.

Assumptions:

- *The proposed explorations will be for geotechnical evaluation, no environmental testing or assessment of contaminated soils is proposed.*
- *If retaining wall is required, the wall will be less than 4 feet as measured from top of footing and site conditions will permit use of spread footings.*
- *If infiltration is determined to be feasible, a more specific exploration plan to support design in accordance with applicable criteria would be prepared as part of future final design documentation.*

Deliverables:

- *Draft and Final Geotechnical Report, pdf*
- *Redline comments to 60% Plans and to 90% Plans and Specifications, pdf*

Meetings:

- *None. Meetings associated with this effort assumed to be incorporated into Task 1.2.*

TASK 4. NOT USED

TASK 5. NOT USED

TASK 6. 60% DESIGN DEVELOPMENT

- 6.1 Prepare Plan Set:** Utilizing City-developed conceptual plan as basis for design, refine preliminary design based on actual surveyed field conditions, professional design

recommendations, and City staff input. Prepare 60% drawings to describe the size, location, character, elevation, and material selection of program elements. Plan set to include preliminary design version of the following:

1. Survey.
2. Demolition plan.
3. TESC plan.
4. Layout plans, including enlarged layout for striping layout.
5. Grading plan.
6. Planting plan, showing coverage areas and a refined plant list.
7. Site construction details (up to 2 sheets), and planting details (1 sheet).
8. Structural detail for lighting standards only. Non-structural wall plan and details.
9. Stormwater plan.
10. Utility plan.
11. Electrical plan and lighting calculations. Coordinate with PUD for electrical service. Coordinate with telecom providers for relocation of any interrupted lines.
12. Lighting plan.

6.2 Documents and Reports: Develop preliminary documents to support 60% Design Development plans, including:

1. Preliminary Stormwater Technical Information Report

6.3 Cost Opinion: Develop preliminary cost estimate.

6.4 Specification Outline: Provide preliminary specification outline in CSI Master Format Specification format based on design development plan set.

Assumptions:

- *The need for flow control is not anticipated.*
- *No underdrainage or irrigation plan anticipated. Specification outline will include reference to temporary irrigation system that will be required by the Contractor.*
- *Utilities anticipated to include stormwater and domestic water extension for relocated drinking fountains.*

Deliverables:

- *60% Design Development plan set, pdf*
- *60% Design Development cost opinion, pdf*
- *Preliminary Stormwater Technical Information Report, pdf*
- *Specification outline, pdf*

Meetings:

- *None. Meetings, including project review meeting of City comments, assumed to be incorporated into Task 1.2.*

TASK 7. 90% CONSTRUCTION DOCUMENTS

7.1 Advance Plan Set: Incorporate comments as provided by City and advance plan set. Prepare 90% drawings. Plan set to include preliminary design version of the following:

1. Survey.
2. Demolition plan.
3. TESC plan.
4. Layout plans, including enlarged layout for striping layout.
5. Grading plan.
6. Planting plan, showing final layout of all plant material and a refined plant list.
7. Site construction details (up to 3 sheets), and planting details (1 sheet).

8. Structural detail for lighting standards only. Non-structural wall plan, elevation, and details.
9. Stormwater plan.
10. Utility plan.
11. Electrical plan and Telecom relocation plan.
12. Lighting plan.

7.2 Documents and Reports: Develop final documents to support Construction Documents and provide information for permit review, including:

1. SWPPP
2. Stormwater Technical Information Report
3. Lighting Calculations

7.3 Cost Opinion: Develop final draft cost estimate with any additive alternates required to meet City budget.

7.4 Specifications: Provide full technical specifications in CSI Master Format Specification format. Provide comment on City-provided Division 0 and Division 1 Specifications.

Assumptions:

- *One round of permit review comments anticipated.*

Deliverables:

- *90% Construction Document plan set, pdf*
- *90% Construction Document cost opinion, pdf*
- *90% Specifications and any Appendices, pdf*
- *Comments on City-provided Division 0 and Division 1 Specifications, pdf*

Meetings:

- *None. Meetings, including project review meeting of City comments, assumed to be incorporated into Task 1.2.*

TASK 8. 100% BID DOCUMENTS

8.1 Finalize Plan Set: Incorporate comments as provided by City, and any final permit review comments, and finalize plan set. Prepare 100% drawings. Plan set to include final version of the sheets identified in Task 7 above.

8.2 Finalize Documents and Reports: Incorporate comments as provided by City, and any final permit review comments, and finalize documents and reports as identified in Task 7 above.

8.3 Cost Opinion: Develop final cost estimate with any additive alternates required to meet City budget.

8.4 Specifications: Finalize full technical specifications in CSI Master Format Specification format. Provide electronic copy to City for final assembly into comprehensive bid package.

Assumptions:

- *One round of permit review comments anticipated.*

Deliverables:

- *100% Construction Document plan set, pdf*
- *100% Construction Document cost opinion, pdf*
- *100% Specifications and any Appendices, pdf*

Meetings:

- *None. Meetings, including project review meeting of City comments, assumed to be incorporated into Task 1.2.*

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
As Assigned	Principal (PC)	\$60.00
As Assigned	Project Manager (PM)	\$48.00
As Assigned	Project Designer (PD)	\$39.00
As Assigned	Drafter (DR)	\$37.00
As Assigned	Administration (AD)	\$41.00
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

Forest Park Pickleball Court Improvements

Fee Summary (see attached derivations)

February 2024

Task/Team	MacLeod Reckord	PACE	HWA	Stantec	Subtotal
1.0 Project Administration and Management	12,738.50	1,371.17	2,765.40	1,602.28	18,477.35
2.0 Site Reconnaissance	3,908.80	1,066.59	-	804.62	5,780.01
3.0 Geotechnical Evaluation and Reporting	2,687.30	-	17,589.45	-	20,276.75
4.0 Not Used	-	-	-	-	-
5.0 Not Used	-	-	-	-	-
6.0 60% Design Development	25,173.37	12,365.28	-	4,950.92	42,489.57
7.0 90% Construction Documents	31,479.80	11,705.38	-	8,514.27	51,699.46
8.0 100% Bid Documents	10,522.35	5,326.89	-	6,972.46	22,821.71
Subtotal	86,510.12	31,835.32	20,354.85	22,844.55	161,544.84
Administrative Markup (10%)					7,503.47
Reimbursables	250.00	800.00	6,190.50	100.00	7,340.50
Total	86,760.12	32,635.32	26,545.35	22,944.55	176,388.81

Forest Park Pickleball Court Improvements

February 2024

		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$60.00	\$48.00	\$39.00	\$37.00	\$41.00	
1.0 PROJECT ADMINISTRATION AND MANAGEMENT							
1.1	Project Coordination	2	8				\$504.00
1.2	Check-In Meetings	12	12				\$1,296.00
1.3	Document Management		4		5		\$377.00
1.4	Project Schedule	2					\$120.00
1.5	Subconsultant Management	2	8				\$504.00
1.6	Quality Assurance / Quality Control	4					\$240.00
1.7	Invoicing		5			9	\$609.00
	Subtotal:	22	37	0	5	9	\$3,650.00
2.0 SITE RECONNAISSANCE							
2.1	Survey and Mapping	2	8		4		\$652.00
2.2	Site Reconnaissance and Document Search	3	6				\$468.00
	Subtotal:	5	14	0	4	0	\$1,120.00
3.0 GEOTECHNICAL EVALUATION AND REPORTING							
3.1	Document Review	1					\$60.00
3.2	Site Visit						\$0.00
3.3	Site Investigation		2				\$96.00
3.4	Technical Support	2	1				\$168.00
3.5	Report	2	2				\$216.00
3.6	Document Review and Comment	1	2		2		\$230.00
	Subtotal:	6	7	0	2	0	\$770.00
4.0 ENVIRONMENTAL ASSESSMENT AND REPORTING							
4.1	Document Review						\$0.00
4.2	Permit Application Support						\$0.00
	Subtotal:	0	0	0	0	0	\$0.00
5.0 CONCEPT ALTERNATIVES EVALUATION							
5.1	Alternative Concept Plans						\$0.00
5.2	Evaluation and Review						\$0.00
	Subtotal:	0	0	0	0	0	\$0.00
6.0 60% DESIGN DEVELOPMENT							
6.1	Prepare Plan Set	1	8		6		\$666.00
	Survey		1		2		\$122.00
	Demolition Plan	1	2		2		\$230.00
	TESC Plan				1		\$37.00
	Layout Plans	2	12		6		\$918.00
	Grading Plan	2	8		6		\$726.00
	Planting Plan	1	4	8	4		\$712.00
	Site Construction Details	2	6		8		\$704.00
	Non-Structural Wall Plan and Details	2	8		4		\$652.00
	Stormwater Plan	2	4		2		\$386.00
	Utility Plan	1	2		1		\$193.00
	Electrical Plan	1	2		1		\$193.00
	Lighting Plan	2	4		2		\$386.00
6.2	Documents and Reports	2	1				\$168.00
6.3	Cost Opinion	2	8	8	4		\$964.00
6.4	Specification Outline	1	2				\$156.00
	Subtotal:	22	72	16	49	0	\$7,213.00
7.0 90% CONSTRUCTION DOCUMENTS							
7.1	Advance Plan Set	1	12		8		\$932.00
	Survey		1		1		\$85.00
	Demolition Plan	1	2		2		\$230.00
	TESC Plan				1		\$37.00
	Layout Plans	2	12		8		\$992.00
	Grading Plan	2	8		8		\$800.00
	Planting Plan	1	4	8	4		\$712.00
	Site Construction Details	2	8		12		\$948.00

Forest Park Pickleball Court Improvements

February 2024

		MacLeod Reckord					
		PC	PM	PD	DR	AD	SUBTOTAL
Task	SCOPE OF WORK	\$60.00	\$48.00	\$39.00	\$37.00	\$41.00	
	Non-Structural Wall Plan and Details	2	8		4		\$652.00
	Stormwater Plan	2	4		2		\$386.00
	Utility Plan	1	2		1		\$193.00
	Electrical Plan	1	2		1		\$193.00
	Lighting Plan	2	4		2		\$386.00
7.2	Documents and Reports	2	1				\$168.00
7.3	Cost Opinion	2	8	8	4		\$964.00
7.4	Specifications	6	12	2		8	\$1,342.00
Subtotal:		27	88	18	58	8	\$9,020.00
8.0 100% BID DOCUMENTS							
8.1	Finalize Plan Set	4	16	6	16		\$1,834.00
8.2	Finalize Documents and Reports	1	2				\$156.00
8.3	Cost Opinion	1	8	1	4		\$631.00
8.4	Specifications	2	4			2	\$394.00
Subtotal:		8	30	7	20	2	\$3,015.00
Total:		90	248	41	138	19	\$24,788.00
TOTAL DIRECT SALARY COST							\$24,788.00

Overhead (OH cost - including salary additives): OH Rate X DSC of	219.00%	X	#####	\$	54,285.72
Fixed Fee (FF): FF Rate X DSC of	30%	X	#####	\$	7,436.40
Subtotal				\$	86,510.12
Reimbursables	(mileage, courier, copies)			\$	250.00
	TOTAL:			\$	86,760.12

Prepared by: Connie Reckord

Date: December 21, 2023

Forest Park Pickleball Court Improvements

January 2024

		PACE Engineers Inc.								
		Prin Engr	Design Engr	CAD Mngr	CAD Tech II	Prin Survey	Sr Survey Tech	Survey Tech II	Proj Admin	SUBTOTAL
Task	SCOPE OF WORK	\$72.12	\$50.00	\$49.52	\$39.42	\$60.82	\$49.27	\$33.60	\$40.14	
1.0 PROJECT ADMINISTRATION AND MANAGEMENT										
1.2	Check in Meetings	1	5							\$322.12
1.7	Invoicing								3	\$120.42
	Subtotal:	1	5	0	0	0	0	0	3	\$442.54
2.0 SITE RECONNAISSANCE										
2.1	Survey and Mapping									\$0.00
2.2	Site Reconnaissance and Document Search	2	4							\$344.24
	Subtotal:	2	4	0	0	0	0	0	0	\$344.24
3.0 GEOTECHNICAL EVALUATION AND REPORTING										
	Subtotal:	0	0	0	0	0	0	0	0	\$0
4.0 PERMIT APPLICATION SUPPORT										
	Subtotal:	0	0	0	0	0	0	0	0	\$0
5.0 CONCEPT ALTERNATIVES EVALUATION										
	Subtotal:	0	0	0	0	0	0	0	0	\$0
6.0 60% DESIGN DEVELOPMENT										
6.1	Prepare Plan Set									\$0.00
	Survey		1	1	3					\$217.78
	Demolition Plan									\$0.00
	TESC Plan	1	4	1	4					\$479.32
	Structural Plan and Details	1	4	1	2					\$400.48
	Stormwater Plan	2	8	1	8					\$909.12
	Utility Plan	1	2	1	4					\$379.32
6.2	Preliminary Stormwater Technical Information Report	4	20							\$1,288.48
6.2	Cost Opinion	1	2							\$172.12
6.3	Specification Outline	2								\$144.24
	Subtotal:	12	41	5	21	0	0	0	0	\$3,990.86
7.0 90% CONSTRUCTION DOCUMENTS										
7.1	Advance Plan Set									\$0.00
	TESC Plan		2	1	2					\$228.36
	Structural Plan and Details	1	14		2					\$850.96
	Stormwater Plan	2	8	1	8					\$909.12
	Utility Plan		1		2					\$128.84
7.2	Documents and Reports (Final TIR, SWPPP)	2	24							\$1,344.24
7.3	Cost Opinion	1	2							\$172.12
7.4	Specifications	2								\$144.24
	Subtotal:	8	51	2	14	0	0	0	0	\$3,777.88
8.0 100% BID DOCUMENTS										
8.1	Finalize Plan Set	3	10	2	8					\$1,130.76
8.2	Finalize Documents and Reports	1	4							\$272.12
8.3	Cost Opinion	1	2							\$172.12
8.4	Specifications	2								\$144.24
	Subtotal:	7	16	2	8	0	0	0	0	\$1,719.24
	Total:	30	117	9	43	0	0	0	3	\$10,274.76
TOTAL DIRECT SALARY COST										\$10,274.76

Overhead (OH cost - including salary additives):				
OH Rate X DSC of	179.84%	X	10,274.76	\$ 18,478.13
Fixed Fee (FF):				
FF Rate X DSC of	30%	X	10,274.76	\$ 3,082.43
Subtotal				\$ 31,835.32
Reimbursables	(mileage, courier, copies) Utility Locate			\$ 800.00
	TOTAL:			\$ 32,635.32

Prepared by:

Date:

Forest Park Pickleball Court Improvements

January 4 2024

		HWA GeoSciences						
		Geotechnical Engineer VIII	Geotechnical Engineer V	Geotechnical Engineer II	Geologist III	CAD	Contracts Administration	SUBTOTAL
Task	SCOPE OF WORK	\$94.00	\$61.50	\$46.00	\$42.00	\$34.00	\$50.00	
1.0 PROJECT ADMINISTRATION AND MANAGEMENT								
1.7	Invoicing	6					6	\$864
	Subtotal:	6	0	0	0			\$864
2.0 SITE RECONNAISSANCE								
	Subtotal:	0	0	0	0			\$0
3.0 GEOTECHNICAL EVALUATION AND REPORTING								
3.1	Document Review		2	4	4			\$475
3.2	Site Visit		3		6			\$437
3.3	Site Investigation	2	4		12			\$938
3.4	Technical Support	4	8	12	6			\$1,672
3.5	Report	2	4	8	4	4		\$1,106
3.6	Document Review and Comment	4	8					\$868
	Subtotal:	12	29	24	32			\$5,496
4.0 PERMIT APPLICATION SUPPORT								
	Subtotal:	0	0	0	0			\$0
5.0 CONCEPT ALTERNATIVES EVALUATION								
	Subtotal:	0	0	0	0			\$0
6.0 60% DESIGN DEVELOPMENT								
	Subtotal:	0	0	0	0			\$0
7.0 90% CONSTRUCTION DOCUMENTS								
	Subtotal:	0	0	0	0			\$0
8.0 100% BID DOCUMENTS								
	Subtotal:	0	0	0	0			\$0
Total:		18	29	24	32			\$6,360
								\$6,360

Overhead (OH cost - including salary additives): OH Rate X DSC of		190.07%	X	6,359.50		\$	12,087.50
Fixed Fee (FF): FF Rate X DSC of		30%	X	6,359.50		\$	1,907.85
Subtotal						\$	20,354.85
Reimbursables		(mileage, courier, copies)					\$ -
	Moisture Content Testing			8	\$ 25.00	\$	200.00
	Wet Sieve			4	\$ 135.00	\$	540.00
	Combined Grain-size			6	\$ 275.00	\$	1,650.00
	GPS Rental			1	\$ 75.00	\$	75.00
	Direct expenses (mileage)	4 visits at 25 miles/visit				\$	65.50
	Private utility locate					\$	660.00
	Excavating contractor					\$	3,000.00
						\$	26,545.35

Prepared by:

Date:

Forest Park Pickleball Court Improvements

December 2023

		Stantec						
		Electrical QC Engineer	Electrical Project Manager	Electrical Designer	CADD Drafter	Admin 1- Project Controls	Admin 2	SUBTOTAL
Task	SCOPE OF WORK	\$78.36	\$69.39	\$46.03	\$37.54	\$45.86	\$28.88	
1.0 PROJECT ADMINISTRATION AND MANAGEMENT								
1.1	Project Coordination							\$0.00
1.2	Check-In Meetings		4					\$277.56
1.3	Document Management							\$0.00
1.4	Project Schedule							\$0.00
1.5	Subconsultant Management							\$0.00
1.6	Quality Assurance / Quality Control							\$0.00
1.7	Invoicing					6		\$275.16
	Subtotal:	0	4	0	0	6	0	\$552.72
2.0 SITE RECONNAISSANCE								
2.1	Survey and Mapping							\$0.00
2.2	Site Reconnaissance and Document Search		4					\$277.56
	Subtotal:	0	4	0	0	0	0	\$277.56
3.0 GEOTECHNICAL EVALUATION AND REPORTING								
	Subtotal:	0	0	0	0	0	0	\$0
4.0 PERMIT APPLICATION SUPPORT								
	Subtotal:	0	0	0	0	0	0	\$0.00
5.0 CONCEPT ALTERNATIVES EVALUATION								
	Subtotal:	0	0	0	0	0	0	\$0.00
6.0 60% DESIGN DEVELOPMENT								
6.1	Prepare Plan Set							
	Electrical Plan		6	8	3			\$897.20
	Lighting Plan		2	6	3			\$527.58
6.3	Cost Opinion		2					\$138.78
6.4	Specification Outline		1	1			1	\$144.30
	Subtotal:	0	0	0	0	0	0	\$1,707.86
7.0 90% CONSTRUCTION DOCUMENTS								
7.1	Advance Plan Set							
	Electrical Plan		6	6	3			\$805.14
	Lighting Plan		2	6	3			\$527.58
7.2	Documents and Reports		4	8				\$645.80
7.3	Cost Opinion		2	1				\$184.81
7.4	Specifications		6	4			6	\$773.74
	Subtotal:	0	20	25	6	0	6	\$2,937.07
8.0 100% BID DOCUMENTS								
8.1	Finalize Plan Set		4	12	6			\$1,055.16
8.2	Finalize Documents and Reports		4	8				\$645.80
8.3	Cost Opinion		2	1				\$184.81
8.4	Specifications		4	4			2	\$519.44
	Subtotal:	0	14	25	6	0	2	\$2,405.21
9.0 CONSTRUCTION BIDDING AND NEGOTIATION								
9.1	Addenda							\$0.00
9.2	Pre-Bid Meeting							\$0.00
9.3	Bid Opening							\$0.00
	Subtotal:	0	0	0	0	0	0	\$0.00
10.0 CONSTRUCTION ADMINISTRATION SERVICES								
	Not currently included in Scope of Work							\$0
	Subtotal:	0	0	0	0	0	0	\$0
Total:		0	42	50	12	6	8	\$7,880.42
TOTAL DIRECT SALARY COST								\$7,880.42

Overhead (OH cost - including salary additives):						
OH Rate X DSC of	159.89%	159.89%	X	7,880.42		\$ 12,600.00
Fixed Fee (FF):						
FF Rate X DSC of	30%	30%	X	7,880.42		\$ 2,364.13
Subtotal						\$ 22,844.55
Reimbursables				(mileage, courier, copies)		\$ 100.00
TOTAL:						\$ 22,944.55

Prepared by:

Date:

Project title:

PSA with WSP USA Environment & Infrastructure, Inc., for Cultural Resources Services on the PGB Outfalls WQ Treatment Retrofit Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 3/20/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: PSA for Cultural Resources Services

Project: Port Gardner Bay (PGB) Outfalls Water Quality (WQ) Treatment Retrofit Project

Partner/Supplier: WSP USA Environment & Infrastructure, Inc.

Location: City of Everett

Preceding action: N/A

Fund: 401 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project will be a WA State Department of Ecology grant (WQC-2019-EverPW-00052) and local matching funds from Fund 401 Utility Fund. The work authorized by this PSA is out of scope for the originally proposed project as a result of material found during excavation and may be reimbursed by Ecology funds. The budget for the PSA is for a total of \$76,780.

Project summary statement:

The PGB Outfalls WQ Treatment Retrofit Project involves the construction of four Modular Wetlands stormwater treatment units along outfalls in the vicinity of West Marine View Drive. Construction at three of the sites has been completed. Due to unanticipated site conditions at the fourth site, additional cultural resources services are required to continue work and complete the project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with WSP USA Environment & Infrastructure, Inc., for Cultural Resources Services for the PGB Outfalls WQ Treatment Retrofit Project.



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

BASIC PROVISIONS	
Service Provider	WSP USA Environment & Infrastructure Inc.
	4020 Lake Washington Blvd NE, Suite 200 Kirkland, WA 98033
	Wes.speake@wsp.com
City Project Manager	Emily Coba
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	ecoba@everettwa.gov
Brief Summary of Scope of Work	WSP to perform out of scope cultural resource services for the Port Gardner Bay Outfalls WQ Treatment Retrofits
Completion Date	December 31, 2024
Maximum Compensation Amount	\$76,780.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Garrett Gross
	(212) 994-7020
	Garrett_gross@ajg.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

WSP USA ENVIRONMENT AND INFRASTRUCTURE INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Wes Speake

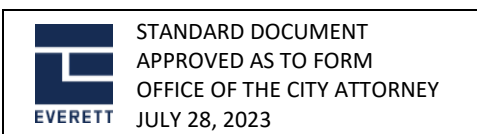
Signer's Email Address: wes.speake@wsp.com

Title of Signer: Senior Vice President, EIAP Local
Business Leader

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle

will be used in accomplishing this Agreement may be substituted for this insurance requirement.

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

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
 - C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and

harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

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

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

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

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

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

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

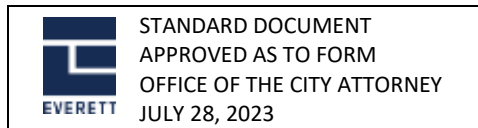


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Cultural Resource Survey Modular Wetlands, Data Recovery

Performing Entity agrees to perform the services set forth in the Scope of Work outlined below and made a part of this Work Order (WO). Services will be performed in accordance with all applicable terms and conditions of the Prime Contract, which has been incorporated into this WO by reference.

Scope of Work

This budget modification will include the following assumptions:

- WSP archaeologists will not be entering the excavation area due to safety concerns, therefore:
- All hand excavations will be carried out by City personnel
- City may support with a water truck for water-screening
- Provisions of the original Inadvertent Discovery Plan will be implemented if human remains are discovered, causing a work stoppage
- The land owner, WSDOT has agreed to the transfer of a discovered artifacts to the Burke Museum
- WSP will carry out all preparation for artifact curation at the Burke Museum
- Fees incurred for the curation of all discovered artifacts will be incurred by the City and is not reflected in this proposed budget
- A monitor from one or more interested tribes may be present for all excavations
- Results of this data recovery will be reported on separately from the monitoring components of the Modular Wetlands Project

Work Order No: 4**Modular Wetlands Archaeological Data Recovery at the Port of Everett Bay, Port Gardner**

Issued Pursuant to Master Services Agreement, Amendment #1

Effective December 2021 through December 2023

By and Between

WSP USA, Inc. (Wood)

and

City of Everett Public Works Department (Client)

CLIENT CONTACT:	Ms Emily Coba	CLIENT Reference No.	
CLIENT OFFICE:	City of Everett, Public Works 3200 Cedar Street, Everett, WA 98201	WSP Project No. PS22157053	Proposal: Data Recovery for Port Gardner Bay Outfalls Treatment Retrofit Project, City of Everett, WA
LOCATION INVOLVED:	City of Everett – Snohomish River	Date of Work Order:	March 5, 2024
Cost Estimate:		\$76,780	
Wood OFFICE:	Kirkland, Washington		
Wood CONTACT:	Erik D. Anderson		
EXHIBITS	Scope of Work	Work Order Type	Time and Materials

PERIOD OF PERFORMANCE:	TBD
SPECIAL PROVISIONS:	None

Approvals

WSP USA Environment & Infrastructure, Inc.		City of Everett, Public Works	
Name: Wes Speake		Name: Emily Coba	
<div><div>wes.speake@wsp.com</div><div><small>Digitally signed by wes.speake @wsp.com DN: cn=wes.speake@wsp.com Date: 2024.03.05 12:14:40 -08'00'</small></div></div> <div>Signature</div>		<div><div>Emily Coba</div><div><small>Digitally signed by Emily Coba DN: C=US, E=ecoba@everettwa.gov, O=City of Everett, CN="Emily Coba" Date: 2024.03.05 12:24:37-08'00'</small></div></div> <div>Signature</div>	
Title:	Practice Lead	Title:	Project Manager
Date:	March 5, 2024	Date:	3/5/2024
Address:	11870 Pierce Street, Suite 160 Riverside, CA 92505	Address:	3200 Cedar Street, Everett, WA 98201

1. Data Recovery:

- a. Draft Data Recovery Plan submitted to DAHP on September 8, 2023. **Note: DAHP submittal with up to 30 calendar days for DAHP review.*
- b. Final Data Recovery Plan and Implementation
 - Research questions to address include:
 - Recovery and identification of artifacts It is more than likely that this will only include prehistoric material as the excavations are far below the historic fill.
 - Midden composition including identification of species.
 - Identification of any faunal remains and inspected for natural and cultural modifications.
 - Recovery of material suitable for radiocarbon analysis.
- c. Methods:
 - Complete controlled subsurface collection
 - removal of up to ten ½ filled 5-gallon buckets of matrix (12.5 gallons total) surrounding installed outfall pipe for a total of two cubic meters.
 - Analytical methods proposed:
 1. radiocarbon dating if samples are recovered
 2. paleoethnobotanical analysis of midden material
 3. detailed lithic and bone tool typology and functional analysis
- d. Assumptions:
 4. Excavation per day for Field Technician, Lead
 5. Up to 5 days of fieldwork
 6. 8-hour workday
 7. \$200 per day GPS equipment use fee
 8. 60 miles a day driving to and from site and within the project for 3 people
 9. WSP archaeologists will not be entering the excavation area due to safety concerns, therefore:
 10. All hand excavations will be carried out by City personnel
 11. City may support with a water truck for water-screening
 12. Provisions of the original Inadvertent Discovery Plan will be implemented if human remains are discovered, causing a work stoppage
 13. The land owner, WSDOT has agreed to the transfer of a discovered artifacts to the Burke Museum
 14. WSP will carry out all preparation for artifact curation at the Burke Museum
 15. Fees incurred for the curation of all discovered artifacts will be incurred by the City and is not reflected in this proposed budget
 16. A monitor from one or more interested tribes may be present for all excavations
 17. Results of this data recovery will be reported on separately from the monitoring components of the Modular Wetlands Project

2. Catalogue and Curation for site:

- a. Artifact Catalogue
- b. Artifact Curation

- Will include:
- Inventorying, accessioning, labeling, and cataloging of the collection.
- Identifying, evaluating, and documenting the collection.
- Storing and maintaining the collection using appropriate methods and containers, and under appropriate environmental conditions and physically secure controls.
- Periodically inspecting the collection to take such action as may be necessary to preserve it.
- Providing access and facilities to study the collection.
- Handling, cleaning, stabilizing, and conserving the collection in such a manner to preserve it (NARA 2023).

c. Methods:

- Primary catalogue is directly created via field collections log export.
- Up to one week of lab analysis and curation preparation
- Photo documentation of up to 20 artifacts and up to one week for photo processing and artifact plate layout
- Coordination of analytical methods proposed for analysis may include:
 1. Detailed artifact analysis
 2. Paleoethnobotanical analysis
 3. Faunal analysis (if present)

d. Assumptions:

Draft Data Recovery Report
30 calendar days for SHPO review.

**Note: DAHP submittal with up to*

3. Draft Data Recovery Report for site:

e. Draft Data Recovery Report **Note: DAHP submittal with up to 30 calendar days for SHPO review.*

f. Final Data Recovery Report

i. Will include:

- Responses to research questions outlined in Section 1.
- An assessment of project activities and their effects on the site
- Cultural resource and project recommendations

g. Assumptions:

1. Analysis per day for Field Technician, Lead Archaeologist and CR Specialist
2. 8-hour workday
3. 21 business days final report
4. 3 contributing authors

TIME AND MATERIALS NOT TO EXCEED COST

WSP USA, Environment & Infrastructure

PROJECT: Modular Wetlands Baywood Data Recovery of Site 45-SN-877

CLIENT: City of Everett

Date: 10/02/23

				Project Administration		Data Recovery / Fieldwork		Analysis, Catalog, and Curation		Draft Data Recovery Report		Final Data Recovery Report and Agency Consultation		TOTAL PROGRAM		
DIRECT LABOR	DISCIPLINE	NAME	RATE	TASK	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT
X-14	Technical Editor	H. McKelway	\$210.00	QA / QC	0	\$0	0	\$0	0	\$0	8	\$1,680	4	\$840	8	\$ 2,520
P-10	Senior Archaeologist	J. Huddleston	\$150.00	Project Manager	8	\$1,200	0	\$0	2	\$300	0	\$0	4	\$600	6	\$ 2,100
P-10	Staff Archaeologist	L. Huddleston	\$130.00	Analysis	0	\$0	40	\$5,200	40	\$5,200	40	\$5,200	8	\$1,040	128	\$ 16,640
P-10	Staff Archaeologist/GIS	E. Anderson	\$140.00	Lead Archaeologist/GIS	20	\$2,800.00	40	\$5,600.00	40	\$5,600	40	\$5,600	8	\$1,120	128	\$ 20,720
T-5	Archaeologist	A. Duran-Rios	\$85.00	Fieldwork/Analysis	0	\$0	40	\$3,400	40	\$3,400	24	\$2,040	0	\$0	104	\$ 8,840
A-8	Project Administrator	R. Malloch	\$155.00	Budget Administration	8	\$1,240	0	\$0	0	\$0	0	\$0	4	\$620	4	\$ 1,860
A-6	Administrative	A. Lukasheva	\$65.00	Word Processing	0	\$0	0	\$0	0	\$0	4	\$260	2	\$130	6	\$ 390
TOTAL LABOR					14	\$5,240	120	\$14,200	122	\$14,500	116	\$14,780	30.0	\$4,350	384.0	\$ 53,070
MATERIALS & SUBCONTRACTS																
	Senior Arcaheologist	Michelle Parvey	\$140.00	Artifact Anaylysis/Catalogue	0	\$0	40	\$5,600	40	\$5,600	20	\$2,800	0	\$0	0	\$ 14,000
SUBTOTAL M & S																
15% Markup			15.00%			\$0.00		\$840.00		\$840.00		\$420.00		\$0.00		\$ 2,100
TOTAL M & S					0	\$0	40	\$6,440	40	\$6,440	20	\$3,220	0	\$0	0	\$ 16,100
OTHER DIRECT COSTS:																
Direct AMS Radiocarbon Dating			\$220.00	Dating	0	\$0	2	\$440	2	\$440	0	\$0	0	\$0		\$ 880
Mileage			\$0.63	Fieldwork/Travel	0	\$0	1,500	\$938	0	\$0	0	\$0	0	\$0		\$ 938
Equipment Use Fee			\$200.00	Fieldwork/Daily	0	\$0	5	\$1,000	0	\$0	0	\$0	0	\$0		\$ 1,000
Lab analysis			\$400.00	Beta Analytics	0	\$0	0	\$0	2	\$800	0	\$0	0	\$0		\$ 800
Archive/Curation Supplies			\$2,000.00	WSP Approved Vendors	0	\$0	0	\$0	1	\$2,000	0	\$0	0	\$0		\$ 2,000
Misc. Field Supplies (i.e., buckets, screens)			\$1,000.00	WSP Approved Vendors	0	\$0	0	\$0	1	\$1,000	0	\$0	0	\$0		\$ 1,000
SUBTOTAL ODC's						\$0		\$2,378		\$4,240		\$0		\$0		
15% Markup			15.00%			\$0.00		\$356.63		\$636.00		\$0.00		\$0.00		\$ 993
TOTAL ODC's						\$0		\$2,734		\$4,876		\$0		\$0		\$ 7,610
TOTAL ESTIMATE						\$ 5,240		\$23,374		\$ 25,816		\$18,000		\$ 4,350		\$ 76,780

WSP USA, Environment & Infrastructure reserves the right to move budget between phases.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
H. McKelway	Technical Editor	\$210.00
J. Huddleston	Senior Archaeologist	\$150.00
L. Huddleston	Staff Archaeologist	\$130.00
E. Anderson	Staff Archaeologist/GIS	\$140.00
A. Duran-Rios	Archaeologist	\$85.00
R. Malloch	Project Administrator	\$155.00
A. Lukasheva	Administrative	\$65.00

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

Project title: Bequest from the Katherine Huffendick Charitable Trust in the Amount of \$11,855 into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/20/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Parks & Facilities
Animal Services

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Katherine Huffendick Charitable Trust Bequest

Partner/Supplier : N/A

Location: N/A

Preceding action: N/A

Fund: 151 "Fund for the Animals"

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151 of \$11,855.

Project summary statement:

Myrtle Katherine "Kay" Huffendick passed away at the age of 97 in 1999. She had been known for her thriftiness and had a reason for her frugality. When she passed, she had saved enough to create a \$2 million trust that benefits 23 charities, most of which are animal related. "For the recipients who will share equally in the trust, it will mean several thousand dollars annually, depending on interest rates," said Lynne Marachario, a friend of Huffendick's and head of the trust. Kay was known for being a kind and loyal neighbor and friend and she will be remembered for her love of animals and dedication to helping those less fortunate. This is Everett Animal Shelter's 4th trust distribution.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. This generous donation to the Fund for the Animals will help pay for veterinary care and other services to directly help animals at the Everett Animal Shelter.

All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's acceptance of a bequest from the Katherine Huffendick Charitable Trust in the amount of \$11,855 into the Fund for the Animals.

Project title: Citizen Advisory Committee Restructuring Ordinance

Council Bill # *interoffice use*

CB 2403-87

Agenda dates requested:

Briefing
 Proposed action 03/13/24
 Proposed action 03/20/24
 Consent
 Action 03/27/24
 Ordinance - X
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Citizen Advisory Committee Restructuring Ordinance

Department(s) involved:

Community Development

Contact person:

Kembra Landry
 Julie Willie

Phone number:

425-257-7155

Email:

klandry@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: Citizen Advisory Committee Restructuring Ordinance

Partner/Supplier: n/a

Location: n/a

Preceding action: n/a

Fund: n/a

Fiscal summary statement:

No fiscal impact anticipated.

Project summary statement:

The Citizen's Advisory Committee (CAC) was formed under [Ordinance 3652-18](#) to integrate the Housing and Community Development Citizen Advisory Committee and Human Needs Citizen's Advisory Committee. The CAC advises City Council on state and federal funding programs and/or projects that benefit low-income community members, including HUD Community Development Block Grant (CDBG) and HOME Investment Partnership funds and 2060 Affordable Housing Trust Funds passed through from Snohomish County. The CAC also oversees applications and awards for locally allocated human needs funds servicing the community's basic needs for vulnerable residents.

The CAC is currently comprised of eleven (11) community members, which includes representation of persons with lived experience of low/moderate income status. To maintain timely allocation of funding, a reduction of the Committee structure from eleven members to nine (9) would further benefit establishing quorum under a lesser requirement of majority. Additionally, the City's Community Development Division has expanded in staff and scope, thereby establishing a need for the Committee to expand its scope of review for Council allocations and reflect this change in the naming of the committee.

Recommendation (exact action requested of Council):

Adopt an Ordinance reducing the number of members on the Citizen Advisory Committee and renaming the committee as the Community Development Advisory Committee.



ORDINANCE NO. _____

An ORDINANCE amending the structure and assignments of the Citizen's Advisory Committee, amending EMC 2.14.030 and 2.93.010

WHEREAS,

- A.** The Citizen's Advisory Committee (CAC) was formed under Ordinance 3652-18 to integrate the Housing and Community Development Citizen Advisory Committee and Human Needs Citizen's Advisory Committee.
- B.** The CAC advises City Council on matters relating to the preparation of the city's application for Title I Funds under the Housing and Community Development Act of 1974 and is an obligation on the City's approved Housing and Urban Development Citizen Participation Plan for entitlement jurisdictions.
- C.** The CAC advises City Council on additional state and federal funding programs and/or projects that benefit low-income community members, including HOME Investment Partnership and 2060 Affordable Housing Trust Funds passed through from Snohomish County, and locally allocated human needs funds servicing the community's basic needs for vulnerable residents.
- D.** The CAC is currently comprised of eleven (11) community members, which includes representation of persons with lived experience of low/moderate income status.
- E.** To maintain timely allocation of funding, a reduction of the Committee structure from eleven members to nine (9) would further benefit establishing quorum under a lesser requirement of majority.
- F.** The City's Community Development Division has expanded in staff and scope, thereby establishing a need for the Committee to expand its scope of review for Council allocations and reflect this change in the naming of the committee.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 2.93.010 is amended as follows:

- A.** *Committee Established.* There is hereby established an advisory committee herein called the ~~citizens' advisory~~ Community Development Advisory Committee for the purpose of advising the city council on policy, programs and funding matters related to community development, housing, and human needs and services ~~programs~~.

B. *Functions.* The functions of the ~~citizens' advisory~~ Community Development Advisory Committee shall include:

1. ~~Prepare~~ Advise and endorse recommendation to City Council, the city's five-year consolidated community development and housing plan, and annual action plans and fair housing plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD).
2. ~~Develop~~ Advise staff and oversee the adherence to the city's annual citizen participation plan as required by HUD and involve neighborhoods and citizen representation in the annual funding allocation processes.
3. ~~Hold~~ Advise and oversee the process for public hearings on the draft plans to obtain citizen comments prior to recommending adoption by city council City Council.
4. ~~Make~~ Advise and endorse recommendation to City Council recommendations about funding priorities for community development activities, housing, social services, and human needs programs and projects and social services utilizing federal, state and city municipal resources.
5. ~~Evaluate and make funding recommendations~~ Review funding proposals and endorse recommendations to the mayor and city council for federal, state, and municipal pass-through or specially allocated funds using funding priorities as established by City Council.
6. ~~Make~~ Review funding proposals and endorse recommendations for funding to the mayor and city council City Council for local Human Needs grant funds using human needs funding priorities as established by the city council City Council.
Local Human Needs grant funds must meet the following criteria:
 - a. Only agencies who qualify for IRS 501(c)(3) nonprofit status and hold an active Everett Business License may apply for funding;
 - b. Priority funding consideration shall be given to those programs which apply requested funds to a direct public service rather than to the administration of a program; and
 - c. Priority funding consideration shall be given to programs that directly meet an established annual priority need.

~~Consideration shall be given to the size of the population who will benefit from a program or service; and~~

- d. ~~Agencies receiving human needs funding are not eligible for funding~~

~~from another city of Everett funding source for the same program in any given year.~~

7. Provide policy guidance and recommendations for community development, human services, homeless and special purpose grant programs applications and implementation as needed.
8. Represent the diverse constituencies that make up Everett's low- and moderate-income populations, service providers and needs and services for extremely-low-income persons and families.

Section 2.

EMC 2.14.030 is amended as follows:

The following establishes the membership for each of the boards regulated by Article V of the Charter:

- A. Animal shelter advisory committee—seven members;
- B. (Reserved);
- C. Board of appeals (review)—seven members;
- D. Board of park commissioners—seven members;
- E. ~~Citizens' advisory committee~~ Community Development Advisory Committee—~~eleven~~ nine members;
- F. Cultural commission—eleven members;
- G. Council of neighborhoods—not to exceed two members from each neighborhood (each member shall be appointed to a separate position);
- H. Emergency medical services advisory board—eleven members;
- I. Historic commission—nine members;
- J. (Reserved);
- K. Lodging tax advisory committee—five members;
- L. Museum board—seven members;
- M. Planning commission—seven members;
- N. Senior center advisory board—nine members;
- O. Sister cities advisory board—seven members;
- P. Solid waste advisory committee—seventeen members;
- Q. Transportation advisory committee—nine members; and
- R. Tree committee—seven members.

Additionally, each board may have a maximum of two individuals serving in the capacity of alternates. Alternates shall serve in the absence of members when asked by the board chairperson and, when serving, shall have the same powers and responsibilities as duly appointed board members.

Section 3. The following is provided for reference and may not be complete:

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 2.93.010	(Ord. 3652-18 § 2, 2018; Ord. 342-74 § 1, 1974.)
EMC 2.14.030	(Ord. 3652-18 § 6, 2018; Ord. 2975-07 § 17, 2007; Ord. 2240-97 § 2, 1997; Ord. 2151-96 § 1, 1996; Ord. 2050-95 § 3, 1995.)

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled "Reservoir No. 3 Replacement" Fund 336, Program 016 and repealing Ordinance No. 3914-22.

Council Bill #

CB 2403-88

Agenda dates requested:

Briefing

1st and 2nd Reading 03/20/243rd Reading 03/27/24

Action

Ordinance ☒

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☐ No ☒**PowerPoint presentation:**Yes ☐ No ☒**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Souheil Nasr

Phone number:

(425) 257-7210

Email:

SNasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Reservoir No. 3 Replacement, Phase 1**Partner/Supplier:** N/A**Location:** Reservoir No. 3**Preceding action:** Ordinance No. 3914-22, approved [12/14/22](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for the project is \$62,300,000.

Project summary statement:

Reservoir 3 serves most of Everett south of 41st Street as well as our wholesale customers south of the City that rely on our water supply system. Reservoir 3 was built in 1923 as an open-air concrete reservoir. A structural concrete cover was added over the reservoir in 1987. Public Works programmed a series of maintenance projects to address degradation of the interface between the concrete cover and the original concrete tank.

In 2021, it was determined that the reservoir was reaching the end of its service life and the Public Works Department undertook a design effort for the complete replacement of the facility. Ordinance No. 3914-22, approved by City Council on 12/14/22, provided funding for the design phase of the reservoir replacement project.

The interface between the concrete cover that was installed in 1987 and the original 1923 reservoir is failing and the cover is in serious risk of collapsing into the reservoir. In August 2023, Public works completed a temporary emergency support of the failing concrete cover. Phase 1 of this project would eliminate the imminent risk of the cover falling into the reservoir and is needed as expeditiously as possible.

At this time, it is necessary to return to City Council with a new funding ordinance to track and account for funding for the construction phase of the project. This proposed ordinance establishes funding for the construction of the first phase and Public Works will return to City Council with an ordinance for consideration when the second phase is ready for construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Reservoir No. 3 Replacement" Fund 336, Program 016 and repealing Ordinance No. 3914-22.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Reservoir No. 3 Replacement” Fund 336, Program 016, to accumulate all costs for the improvement and repealing Ordinance No. 3914-22.

WHEREAS,

- A.** The City of Everett is committed to a planned water system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct a suitable replacement to the existing Reservoir No. 3.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 016, entitled “Reservoir No. 3 Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3914-22 is hereby repealed.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$62,300,000 is hereby appropriated to Fund 336, Program 016, “Reservoir No. 3 Replacement” as follows:

A. Estimated Project Design and Construction Costs	\$62,300,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$62,300,000

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Closing a Special Improvement Project Entitled Thornton A. Sullivan Playground Replacement, Fund 354, Program 077, as Established by Ordinance No. 3884-22

Council Bill #

CB 2402-84

Agenda dates requested:

Briefing

Proposed action 03/06/2024

Proposed action 03/13/2024

Consent

Action 03/20/2024

Ordinance ☒

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Thornton A. Sullivan Playground Replacement**Partner/Supplier:** King County Director's Association (KCDA)**Location:** 11405 W Silver Lake Road, Everett, WA**Preceding action:** Funding Ordinance 3884-22**Fund:** Fund 354, Program 077**Fiscal summary statement:**

The source of funds for the Thornton A. Sullivan Playground Replacement project was Capital Improvement Program 3 (CIP-3) in the amount of \$1,200,000.00. The project was completed at a total cost of \$1,154,020. All expenses for the project have been paid. The remaining balance of \$45,980 will be transferred back to CIP-3.

Project summary statement:

In 2022 Thornton A. Sullivan Park celebrated its 100-year anniversary. The newly renovated playground replaced a 25-plus year old playground originally installed in 1997. At 14,000 square feet it is one of the largest playgrounds in the Everett Park system.

This replacement and renovation project accomplished several goals: Provides updated playground equipment for pre-school and school-age children that meet or exceed current industry standard; Fulfills our mandate of providing accessible and inclusive recreational facilities for users of all abilities and complies with ADA Standards; Provides new synthetic turf playground surface with fall attenuating substrate; New seating for playground users; Improved site drainage; New signage and wayfinding.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled Thornton A. Sullivan Playground Replacement, Fund 354, Program 77, as established by Ordinance No. 3884-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled Thornton A. Sullivan Playground Replacement, Fund 354, Program 077, as established by Ordinance No. 3884-22.

WHEREAS,

- A.** The Thornton A. Sullivan Playground Replacement, Fund 354, Program 077 was established to provide for the accumulated costs of design, permitting and construction for the playground replacement.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special construction fund, Fund No. 354, Program 077, Thornton A. Sullivan Playground Replacement be closed.

Section 2. That the final revenues and expenses for Thornton A. Sullivan Playground Replacement, Fund 354, Program 077, are as follows:

REVENUES		
	CIP 3	<u>\$ 1,200,000</u>
	Total	\$ 1,200,000
EXPENSES		
	Project Costs	\$ 1,154,020
	Transfer Out – to CIP 3	<u>\$ 45,980</u>
	Total	\$ 1,200,000

Section 3. That the remaining balance of \$45,980 be transferred to CIP 3.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, to Accumulate all Costs for the Project

Council Bill #

CB 2402-85

Agenda dates requested:

Briefing

Proposed action 03/06/2024

Proposed action 03/13/2024

Consent

Action 03/20/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Public Works

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Walter E. Hall Park Community Connections Path**Partner/Supplier:** N/A**Location:** 1226 W Casino Rd**Preceding action:** Resolution 7879 & Resolution 7987**Fund:** Fund 354 – Program 094 (CIP-3)**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for design and construction costs of the Walter E. Hall Community Connections Path project. A Community Development Block Grant was awarded in the amount of \$350,000 for the project. All related costs are estimated at a not to exceed the amount of \$350,000.

Project summary statement:

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90th St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1800 LF of pathway will link the right-of-way of 90th Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. This project is in alignment with the Mayoral Directive on Climate Action and Sustainability, and with the Parks Recreation and Open Space Plan.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes the need to improve neighborhood walkability and encourage non-motorized forms of transportation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost for design and construction is \$350,000.

Section 4. The sum of \$350,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” project.

A. Use of Funds		
Design and Construction Costs		<u>\$350,000</u>
Total		\$350,000
B. Source of Funds		
Community Development Block Grant		<u>\$350,000</u>
Total		\$350,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Adopt an ORDINANCE relating to Gambling Tax and amending EMC 3.36.051.

Council Bill # *interoffice use*

CB 2402-86

Agenda dates requested:

Proposed action 03/06/24
Proposed action 03/13/24
Consent
Action 03/20/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amending Ordinance

Department(s) involved:

Finance, Legal

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Initialed by:*sh*

Department head

Administration

Council President

Project: Amending Ordinance**Partner/Supplier:** NA**Location:** NA**Preceding action:** NA**Fund:** General Fund**Fiscal summary statement:**

We expect no material financial impact due to the small number of non-profit organizations that offer punch tickets or pull tabs.

Project summary statement:

The purpose of this ordinance is to set the gambling tax rates imposed on punch/pull tabs, to be the same (5%) for non-profits and for-profits. Non-profit organizations will continue to be able to deduct the amount awarded as cash or merchandise prizes from the gross receipts derived from the operations of the punch board or pull tabs.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Gambling Tax and amending EMC 3.36.051.



ORDINANCE NO. _____

AN ORDINANCE relating to Gambling Tax and amending EMC 3.36.051

WHEREAS,

- A.** Chapter 3.36 EMC contains an outdated tax rate for non-profit organizations for Gambling Tax.
- B.** Revision will remove the different tax rate for nonprofit organizations, establishing a uniform tax rate with for profit organizations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 3.36.051 (Punch boards and pull tabs—Charitable or nonprofit organizations) is amended as follows:

There is hereby levied upon and shall be collected from and paid by every bona fide charitable or nonprofit organization, as defined in RCW 9.46.0209, a tax in the amount of ~~ten~~five percent of the gross receipts from the operation of punch boards or pull-tabs less the amount awarded as cash or merchandise prizes.

Section 2. The following table is for reference only:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 3.36.051	Ord. 2264-98 § 2, 1998; Ord. 1023-84 § 5.2, 1984.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Authorize the Mayor to Sign a Guaranteed Maximum Price (GMP) Amendment with the General Contractor/ Construction Manager (GC/CM) BNBuilders for the EMB-PW Tenant Improvements Project

Council Bill #**Agenda dates requested:**

Proposed action

Proposed action

Consent

Action 03/20/2024

Ordinance

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

GMP Amendment

Department(s) involved:

Public Works

Parks & Facilities

Administration

Finance

Contact person:

Bob Leonard

Phone number:

425-257-8225

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Everett Municipal Building – Public Works Tenant Improvement Project**Partner/Supplier:** BNBuilders**Location:** 2930 Wetmore Avenue**Preceding action:** GC/CM Preconstruction Service Agreement - 6/14/23**Fund:** Fund 342, Program 42 & 43, Fund 336, Program 015**Fiscal summary statement:**

The funding sources for this project will be Fund 342 (CIP1), Fund 401 Water and Sewer Utility Fund. The total construction costs including project costs, pre-construction services, sales tax and contingencies for the project is \$27,472,783. The price is governed by the GC/CM procurement process which stipulates the selected GC/CM vendor, BNBuilders, develop a Guaranteed Maximum Price (GMP) for the project.

Project summary statement:

The Everett Municipal Building – Public Works Tenant Improvement Project intends to make necessary improvements to critical building systems, update and improve existing office/common spaces, and relocate Public Works administrative staff from the Service Center located on Cedar Street. The project represents several opportunities such as, relocating staff to the more structurally sound Everett Municipal Building, consolidating City services into one location, and reducing lease payment costs to the general fund. Now that our previous tenant, US Forest Service, has moved out, the building is 40% unoccupied which becomes the ideal time to reallocate office space and address aging building systems and deferred maintenance issues with minimal impact to City operations.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Guaranteed Maximum Price (GMP) amendment with General Contractor/Construction Manager (GC/CM) BNBuilders for the EMB-PW Tenant Improvements Project.

AIA[®] Document A133[™] – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated as of the date of last signature below, is incorporated into the accompanying AIA Document A133[™]–2019r1, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of June in the year 2023 (the “Agreement”).

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Everett Municipal Building – Public Works Tenant Improvements

THE OWNER:

(Name, legal status, and address)

The City of Everett
Parks & Facilities Dept.
802 E. Mukilteo Blvd., Suite 100
Everett, WA 98203

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

BN Builders, Inc.
2601 4th Ave. #350
Seattle, WA 98121

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Twenty Four Million Seven Hundred Fifty Three Thousand Two Hundred Fifty Eight Dollars » (\$24,753,258«), subject to additions and deductions by Change Order as provided in the Contract Documents.

For purposes of clarity, this brings the total to the following:

Preconstruction Services	\$ 216,545
Preconstruction Svcs Amendment	\$ 30,000
Contract Sum (A.1.1.1)	\$24,753,258
Sales Tax	\$ 2,474,980
Total	\$27,474,783

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Attachment No. 1. On page 1 of Attachment No. 1, the column entitled "As-Bid Package Amounts (Permit Set)" is the itemized statement of the GMP.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate 1 – Exterior Hoist	(\$20,566)
Alternate 2 – 4-10's ILO 5-8's	(\$14,880)
Alternate 3C-Window Removal-Level 1,3,4,7	\$42,342
Alternate 03-HVAC Alt 01	\$303,410
Alternate 03-Plumbing Alt 01	\$333,591
Alternate 03-Elec:Gear Swap Sequencing	(\$12,703)
Page 2 of Attachment No. 1 contains additional information on Alternates.	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of execution of this Amendment.

☐ [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ [« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

☒ [X] By the following date: September 10, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Level 9 - Restroom Construction	July 19, 2024
Level 6 - Restroom Construction	July 19, 2024
Level 10 - Restroom Construction	October 18, 2024
Level 5 - Restroom Construction	October 22, 2024
Level 8 – Construction	November 19, 2024
Level 1 – Construction	November 22, 2024
Level 7 – Construction	December 2, 2024
Level 2 – Construction	January 16, 2025
Level 3 – Construction	January 21, 2025
Level 4 – Construction	May 21, 2025

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages shall be assessed as follows:

Construction Manager understands that if it fails to achieve Substantial Completion by the Substantial Completion Date (as specified in the GMP Amendment), Owner will suffer damages that are difficult to determine and accurately specify. Construction Manager agrees that if it fails to achieve Substantial Completion by the Substantial Completion Date, Construction Manager shall pay Owner \$1,000 as liquidated damages for each calendar day that Substantial Completion extends beyond the relevant Substantial Completion Date. The Substantial Completion Dates listed above will each separately accumulate at \$1000 per calendar day; however, in no case will the cumulative daily total of liquidated damages under this Section A.2.3 exceed \$3000 per calendar day.

Any liquidated damages assessed pursuant to this Contract shall be in lieu of all monetary liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever

nature incurred by Owner which are caused by any delay in achieving Substantial Completion or Final Completion, provided this limitation shall not apply to Construction Manager's duty to indemnify the Owner or to warrant Construction Manager's Work as provided in this Contract and shall not apply to any loss, damage, cost or liability incurred by Owner due to factors unrelated to Construction Manager's delay.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attachment No. 2. The Specifications are as stated in Attachment No. 2 as issued by the Architect on the dates indicated in Attachment No. 2. For each Specification, the Specification includes the changes to that Specification listed in Attachment No. 2. Division 00 and 01 are as in the Request for Final Proposals, which is attached as Exhibit 1 to the Agreement.

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attachment No. 2. The Drawings are as stated in Attachment No. 2 as issued by the Architect on the dates indicated in Attachment No. 2. For each Drawing, the Drawing includes the changes to that Drawing listed in Attachment No. 2.

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Attachment No. 3	\$1,000,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

N/A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the date of last signature below. This Amendment is signed with AdobeSign, which is fully binding.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Cassie Franklin, Mayor, City of Everett
(Printed name and title)

Dan Huber, Senior Project Executive
(Printed name and title)

Attest:

Office of the City Clerk

PROJECT: Everett Municipal Building Tenant Improvement
OWNER: City of Everett
ARCHITECT: Mackenzie

ESTIMATE TYPE:
ISSUE DATE:

PERMIT SET GMP
 2/29/2024

BID PACKAGE DESCRIPTION	BID PACKAGE NUMBER	TOTAL ESTIMATED BID PACKAGE VALUE (100% DD 8/29/23)	AS-BID PACKAGE AMOUNTS (PERMIT SET)	ESTIMATE vs. AS-BID VARIANCE	BID PACKAGE AWARDED (Y / N)	LOW BIDDER
Demolition and Abatement	BP02.41	\$ 570,584	\$ 463,415	\$ (107,169)	N	Grayhawk
Miscellaneous Structures	BP03.00	\$ 536,050	\$ 745,000	\$ 208,950	N	BNBuilders
Architectural Casework	BP06.40	\$ 867,729	\$ 850,936	\$ (16,793)	N	BNBuilders
Roofing Systems, Flashing and Trim	BP07.50	\$ 339,055	\$ 351,005	\$ 11,950	N	SQI
Interior Openings	BP08.10	\$ 1,117,039	\$ 969,306	\$ (147,733)	N	BNBuilders
GWB Wall & Ceiling Assemblies	BP09.29	\$ 2,058,157	\$ 1,780,149	\$ (278,008)	N	Enderis
Floor Coverings	BP09.60	\$ 612,029	\$ 503,318	\$ (108,711)	N	345 Construction & Flooring
Painting and Coatings	BP09.90	\$ 251,125	\$ 293,230	\$ 42,105	N	Purcell Painting
Interior Specialties	BP10.00	\$ 1,195,429	\$ 1,132,000	\$ (63,429)	N	BNBuilders
Elevator	BP14.20	\$ 1,946,622	\$ 1,895,383	\$ (51,239)	N	BNBuilders
Fire Protection	BP21.00	\$ 286,340	\$ 194,481	\$ (91,859)	N	Cosco
Mechanical	BP23.00	\$ 7,344,487	\$ 5,653,997	\$ (1,690,490)	N	Holaday Parks
Electrical	BP26.00	\$ 3,921,959	\$ 3,275,119	\$ (646,840)	N	VECA Electric
Allowances	BP90.00	\$ -	\$ 1,000,000	\$ 1,000,000	N	
Alternates		\$ -	\$ 473,134	\$ 473,134	N	
Total Projected MACC		\$ 21,046,605	\$ 19,580,473	\$ (1,466,132)		
Design / Estimating Contingency	0.00%	Included Above	\$ -	\$ -		
Escalation	0.00%	Included Above	\$ -	\$ -		
Contractors Fee (% of MACC - Bid %)	5.58%	\$ 1,324,845	\$ 1,092,590	\$ (232,255)		
Negotiated Support Services (NSS)		\$ 1,458,334	\$ 2,668,269	\$ 1,209,935		
Specified General Conditions (SGCs)		\$ 525,526	\$ 813,295	\$ 287,769		
Specified General Conditions (SGCs) - Alternates		\$ -	\$ 53,509	\$ 53,509		
Spec. GC's - General Liability Insurance (Above RFFP MACC)	1.20%		\$ 33,366	\$ 33,366		
Spec. GC's - GC P&P Bond (Above RFFP MACC)	0.80%	\$ -	\$ 22,244	\$ 22,244		
Negotiated Support Services (NSS) EST DETAIL		Included Above		\$ -		
Trade Package Bonds (See Sub Plan)	1.53%	Included Above		\$ -		
GCCM Contingency (% of DCC)	2.50%	\$ 712,282	\$ 489,512	\$ (222,770)		
Guaranteed Maximum Price (GMP) \$ 533.08		\$ 25,067,592	\$ 24,753,258	\$ (314,334)		
Preconstruction Services		\$ 216,545	\$ 246,545	\$ 30,000		
Builder's Risk Insurance	BY OWNER	\$ -	\$ -	\$ -		
GC/CM Performance & Payment Bond	Included w/SGCs	\$ -	\$ -	\$ -		
BNB Insurances	Included w/SGCs	\$ -	\$ -	\$ -		
B&O Taxes	Included w/Fee	\$ -	\$ -	\$ -		
Total Contract Cost (TCC) \$ 537.69		\$ 25,284,137	\$ 24,999,803	\$ (284,334)		
Washington State Sales Tax	9.900%	\$ 2,503,129	\$ 2,474,980	\$ (28,148)		
Total Project Cost \$ per GSF / Component GSF \$ 590.92		\$ 27,787,266 47,024	\$ 27,474,783	\$ (312,483)		



ALTERNATE ANALYSIS

PROJECT: Everett Municipal Building - TI
OWNER: City of Everett
ARCHITECT: Mackenzie

ESTIMATE TYPE: GMP
ISSUE DATE: 1/11/2024

BID PACKAGE NUMBER	BID PACKAGE TITLE		
Everett Municipal Building - TI			
BP 02.41	Demolition & Abatement		
BP 03.00	Misc. Structures		
BP 06.40	Casework		
BP 07.50	Roofing		
BP 08.10	Doors, Frames & Hardware		
BP 09.29	GWB, Framing & Insulation		
BP 09.60	Flooring		
BP 09.90	Painting		
BP 10.00	Interior Specialties		
BP 14.20	Elevators		
BP 21.00	Fire Sprinkler		
BP 23.00	HVAC & Plumbing		
BP 26.00	Electrical		
ALLW	Allowances		

MACC	
Design / Estimating Contingency	0.00%
Escalation Contingency	0.00%
Contractor's Fee (% of MACC - Bid %)	5.58%
Negotiated Support Services	
Specified General Conditions	
Specified General Conditions - General Liability Insurance	1.20%
Specified General Conditions - GC P&P Bond	0.80%
MACC Contingency (% of DCC)	2.50%
GMP	
Preconstruction Services	
Builder's Risk Insurance	BY OWNER
GC/CM Performance & Payment Bond	Included w/ SGC's
BNB Insurances	Included w/ SGC's
B&O Taxes	Included w/ Fee
Total Contract Cost	
WA STATE SALES TAX	9.90%
Total Project Cost	

ALTERNATES									
Alternate #1 Exterior Hoist	Alternate #1 Exterior Hoist	Alternate #2 4-10's ILO 5-8's	Alternate #3 BP2.41 Roof Abatement	Alternate #3A BP08.10 Window Removal LVS 1-7	Alternate #3B BP08.10 Window Removal add 1 level/ea	Alternate #3C BP08.10 Window Removal LVL 1, 3, 4, 7	Alternate 03 BP23.00 HVAC ALT 01	Alternate 03 BP 23.00 PLUMBING ALT 01	Alternate 03 BP 26.00 Gear Swap Sequencing
ACCEPTED	REJECTED	ACCEPTED	REJECTED	REJECTED	REJECTED	ACCEPTED	ACCEPTED	ACCEPTED	ACCEPTED
	\$ 10,890	\$ (9,800)	\$ (3,755)						
	\$ 45,000			\$ 42,000	\$ 5,000	\$ 35,000			
\$ (12,000)	\$ 3,800								
\$ (5,000)		\$ (2,500)					\$ 197,923	\$ 200,011	\$ -
									\$ (10,500)
							\$ 30,000	\$ 50,000	
\$ (17,000)	\$ 59,690	\$ (12,300)	\$ (3,755)	\$ 42,000	\$ 5,000	\$ 35,000	\$ 227,923	\$ 250,011	\$ (10,500)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ (949)	\$ 3,331	\$ (686)	\$ (210)	\$ 2,344	\$ 279	\$ 1,953	\$ 12,718	\$ 13,951	\$ (586)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,181	\$ 28,328	\$ -
\$ (204)	\$ 716	\$ (148)	\$ (45)	\$ 504	\$ 60	\$ 420	\$ 2,735	\$ 3,000	\$ (126)
\$ (136)	\$ 478	\$ (98)	\$ (30)	\$ 336	\$ 40	\$ 280	\$ 1,823	\$ 2,000	\$ (84)
\$ (425)	\$ 1,492	\$ (308)	\$ (94)	\$ 1,050	\$ 125	\$ 875	\$ 5,698	\$ 6,250	\$ (263)
\$ (18,714)	\$ 65,707	\$ (13,540)	\$ (4,134)	\$ 46,234	\$ 5,504	\$ 38,528	\$ 276,078	\$ 303,541	\$ (11,558)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ (18,714)	\$ 65,707	\$ (13,540)	\$ (4,134)	\$ 46,234	\$ 5,504	\$ 38,528	\$ 276,078	\$ 303,541	\$ (11,558)
\$ (1,853)	\$ 6,505	\$ (1,340)	\$ (409)	\$ 4,577	\$ 545	\$ 3,814	\$ 27,332	\$ 30,051	\$ (1,144)
\$ (20,566)	\$ 72,212	\$ (14,880)	\$ (4,543)	\$ 50,811	\$ 6,049	\$ 42,342	\$ 303,410	\$ 333,591	\$ (12,703)

ATTACHMENT NO. 2

DRAWINGS		
SHEET NUMBER	SHEET NAME	DATE

CHANGE #1	CHANGE #2	CHANGE #3	CHANGE #4
DATE	DATE	DATE	DATE

VOLUME 1**GENERAL**

G0.01	TITLE SHEET	11/6/2023
G0.02	DRAWING INDEX	11/6/2023
G0.03	PROJECT GENERAL NOTES, SYMBOLS, & ABBREVIATIONS	11/6/2023
G1.10	CODE ANALYSIS	11/6/2023
G1.11	CODE ANALYSIS - FIRST FLOOR	11/6/2023
G1.12	CODE ANALYSIS - SECOND FLOOR	11/6/2023
G1.13	CODE ANALYSIS - THIRD FLOOR	11/6/2023
G1.14	CODE ANALYSIS - FOURTH FLOOR	11/6/2023
G1.15	CODE ANALYSIS - FIFTH FLOOR	11/6/2023
G1.16	CODE ANALYSIS - SIXTH FLOOR	11/6/2023
G1.17	CODE ANALYSIS - SEVENTH FLOOR	11/6/2023
G1.18	CODE ANALYSIS - EIGHTH FLOOR	11/6/2023
G1.19	CODE ANALYSIS - NINTH FLOOR	11/6/2023
G1.20	CODE ANALYSIS - TENTH FLOOR	11/6/2023

ARCHITECTURAL

A0.01	TYPICAL ADA ACCESSIBILITY	11/6/2023	
A0.02	TYPICAL ASSEMBLY DETAILS	11/6/2023	12/6/2023
AD1.10	PARKING LEVEL DEMOLITION FLOOR PLAN	11/6/2023	
AD1.11	FIRST FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.12	SECOND FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.13	THIRD FLOOR DEMOLITION FLOOR PLAN	11/6/2023	12/8/2023
AD1.14	FOURTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	12/8/2023
AD1.15	FIFTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.16	SIXTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.17	SEVENTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	12/8/2023
AD1.18	EIGHTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.19	NINTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.20	TENTH FLOOR DEMOLITION FLOOR PLAN	11/6/2023	
AD1.81	FIRST FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.82	SECOND FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.83	THIRD FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.84	FOURTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.85	FIFTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.86	SIXTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.87	SEVENTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.88	EIGHTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.89	NINTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD1.90	TENTH FLOOR DEMOLITION REFLECTED CEILING PLAN	11/6/2023	
AD2.01	DEMOLITION ROOF PLAN	11/6/2023	
A1.01	SITE PLAN	11/6/2023	
A1.10	PARKING LEVEL FLOOR PLAN	11/6/2023	
A1.11	FIRST FLOOR PLAN	11/6/2023	11/30/2023
A1.12	SECOND FLOOR PLAN	11/6/2023	11/30/2023
A1.13	THIRD FLOOR PLAN	11/6/2023	12/8/2023
A1.14	FOURTH FLOOR PLAN	11/6/2023	12/8/2023
A1.15	FIFTH FLOOR PLAN	11/6/2023	
A1.16	SIXTH FLOOR PLAN	11/6/2023	
A1.17	SEVENTH FLOOR PLAN	11/6/2023	12/8/2023
A1.18	EIGHTH FLOOR PLAN	11/6/2023	
A1.19	NINTH FLOOR PLAN	11/6/2023	
A1.20	TENTH FLOOR PLAN	11/6/2023	11/30/2023
A1.40	SCHEDULE OF INTERIOR FINISHES	11/6/2023	
A1.41	FIRST FLOOR FINISH PLAN	11/6/2023	
A1.42	SECOND FLOOR FINISH PLAN	11/6/2023	11/30/2023
A1.43	THIRD FLOOR FINISH PLAN	11/6/2023	
A1.44	FOURTH FLOOR FINISH PLAN	11/6/2023	
A1.45	FIFTH FLOOR FINISH PLAN	11/6/2023	
A1.46	SIXTH FLOOR FINISH PLAN	11/6/2023	
A1.47	SEVENTH FLOOR FINISH PLAN	11/6/2023	
A1.48	EIGHTH FLOOR FINISH PLAN	11/6/2023	
A1.49	NINTH FLOOR FINISH PLAN	11/6/2023	
A1.50	TENTH FLOOR FINISH PLAN	11/6/2023	
A1.80	PARKING LEVEL REFLECTED CEILING PLAN	11/6/2023	
A1.81	FIRST FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.82	SECOND FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.83	THIRD FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.84	FOURTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.85	FIFTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.86	SIXTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.87	SEVENTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.88	EIGHTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.89	NINTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A1.90	TENTH FLOOR REFLECTED CEILING PLAN	11/6/2023	
A2.01	ROOF PLAN	11/6/2023	
A2.10	BUILDING ELEVATIONS	11/6/2023	
A2.11	BUILDING ELEVATIONS	11/6/2023	
A3.01	ELEVATOR CORE ENLARGED PLANS & SECTIONS	11/6/2023	
A3.02	ELEVATOR CORE SECTIONS	11/6/2023	
A4.10	ENLARGED PLANS	11/6/2023	11/30/2023
A4.11	ENLARGED PLANS	11/6/2023	
A4.12	ENLARGED PLANS	11/6/2023	
A4.20	INTERIOR ELEVATIONS	11/6/2023	11/30/2023
A4.21	INTERIOR ELEVATIONS	11/6/2023	
A4.22	INTERIOR ELEVATIONS	11/6/2023	11/30/2023
A4.23	INTERIOR ELEVATIONS	11/6/2023	11/30/2023
A4.24	INTERIOR ELEVATIONS	11/6/2023	
A4.25	INTERIOR ELEVATIONS	11/6/2023	
A4.26	INTERIOR ELEVATIONS	11/6/2023	
A5.10	EXTERIOR DETAILS	11/6/2023	12/6/2023
A5.12	ROOF DETAILS	11/6/2023	
A5.20	INTERIOR DETAILS - CEILINGS	11/6/2023	
A5.21	INTERIOR DETAILS - WALLS	11/6/2023	
A5.22	INTERIOR DETAILS - WALLS	11/6/2023	
A5.23	INTERIOR DETAILS - LOBBY	11/6/2023	
A5.24	INTERIOR DETAILS - PERMIT CENTER	11/6/2023	
A5.25	CASEWORK DETAILS	11/6/2023	

A5.26	CASEWORK DETAILS	11/6/2023		
A5.27	CASEWORK DETAILS	11/6/2023		
A5.28	INTERIOR DETAILS - FLOORING	11/6/2023		
A5.30	ELEVATOR DETAILS	11/6/2023		
A6.10	DOOR SCHEDULE AND TYPES	11/6/2023		
A6.11	WINDOW SCHEDULE	11/6/2023		
A6.12	DOOR AND RELITE DETAILS	11/6/2023		
A7.10	PARKING LEVEL SIGNAGE PLAN	11/6/2023		
A7.11	FIRST FLOOR SIGNAGE PLAN	11/6/2023		
A7.12	SECOND FLOOR SIGNAGE PLAN	11/6/2023		
A7.13	THIRD FLOOR SIGNAGE PLAN	11/6/2023		
A7.14	FOURTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.15	FIFTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.16	SIXTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.17	SEVENTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.18	EIGHTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.19	NINTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.20	TENTH FLOOR SIGNAGE PLAN	11/6/2023		
A7.21	SIGNAGE TYPES	11/6/2023		
A8.11	FIRST FLOOR FURNITURE PLAN	11/6/2023		
A8.12	SECOND FLOOR FURNITURE PLAN	11/6/2023	11/30/2023	
A8.13	THIRD FLOOR FURNITURE PLAN	11/6/2023		
A8.14	FOURTH FLOOR FURNITURE PLAN	11/6/2023		
A8.17	SEVENTH FLOOR FURNITURE PLAN	11/6/2023		
A8.18	EIGHTH FLOOR FURNITURE PLAN	11/6/2023		
STRUCTURAL				
S0.00	STRUCTURAL GENERAL NOTES	11/6/2023	11/30/2023	
S0.20	TYPICAL INTERIOR LIGHT GAGE STEEL DETAILS	11/6/2023		12/6/2023
S0.21	TYPICAL INTERIOR LIGHT GAGE STEEL DETAILS	11/6/2023		
S5.51	DETAILS	11/6/2023	11/30/2023	
MECHANICAL				
M0.01	MECHANICAL LEGEND	11/6/2023		12/8/2023
MD1.10	GARAGE MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.11	FIRST FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.12	SECOND FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.13	THIRD FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.14	FOURTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.15	FIFTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.16	SIXTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.17	SEVENTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.18	EIGHTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.19	NINTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD1.20	TENTH FLOOR MECHANICAL DEMOLITION PLAN	11/6/2023		
MD2.01	OVERALL ROOF & PENTHOUSE MECHANICAL DEMOLITION PLAN	11/6/2023		
M1.01	GARAGE MECHANICAL PLAN	11/6/2023		
M1.02	FIRST FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023
M1.03	SECOND FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023
M1.04	THIRD FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023
M1.05	FOURTH FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023
M1.06	FIFTH FLOOR MECHANICAL PLAN	11/6/2023		
M1.07	SIXTH FLOOR MECHANICAL PLAN	11/6/2023		
M1.08	SEVENTH FLOOR MECHANICAL PLAN	11/6/2023		12/6/2023
M1.09	EIGHTH FLOOR MECHANICAL PLAN	11/6/2023		
M1.10	NINTH FLOOR MECHANICAL PLAN	11/6/2023		
M1.11	TENTH FLOOR MECHANICAL PLAN	11/6/2023		
M1.21	OVERALL ROOF & PENTHOUSE MECHANICAL PLAN	11/6/2023	11/30/2023	
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07 01 50.19	Preparation for Re-Roofing	11/6/2023	
07 21 00	Thermal Insulation	11/6/2023	11/30/2023
07 26 00	Vapor Retarders	11/6/2023	
07 27 00	Air Barriers	11/6/2023	
07 52 00	Modified Bituminous Membrane Roofing	11/6/2023	11/30/2023
07 62 00	Sheet Metal Flashing and Trim	11/6/2023	
07 72 00	Roof Accessories	11/6/2023	11/30/2023
07 90 05	Joint Sealers	11/6/2023	

DIVISION 08

08 11 13	Hollow Metal Doors and Frames	11/6/2023	
08 14 16	Flush Wood Doors	11/6/2023	12/6/2023
08 43 13	Aluminum-Framed Storefronts	11/6/2023	
08 56 59	Service and Teller Window Units	11/6/2023	
08 71 00	Door Hardware	11/6/2023	
08 80 00	Glazing	11/6/2023	

DIVISION 09

09 05 61	Common Work Results for Flooring Preparation	11/6/2023	
09 21 16	Gypsum Board Assemblies	11/6/2023	12/12/2023
09 30 00	Tiling	11/6/2023	
09 51 00	Acoustical Ceilings	11/6/2023	12/6/2023
09 54 26	Suspended Wood Ceilings	11/6/2023	
09 65 00	Resilient Flooring	11/6/2023	
09 68 13	Tile Carpeting	11/6/2023	
09 72 00	Wall Coverings	11/6/2023	
09 84 14	Acoustic Stretched-Fabric Wall and Ceiling Systems	11/6/2023	
09 84 30	Sound-Absorbing Wall and Ceiling Units	11/6/2023	
09 90 00	Painting and Coating	11/6/2023	11/30/2023
09 93 00	Staining and Transparent Finishes	11/6/2023	11/30/2023

DIVISION 10

10 11 00	Visual Display Units	11/6/2023
10 12 00	Display Cases	11/6/2023
10 14 00	Signage	11/6/2023
10 21 13.16	Plastic-Laminate-Clad Toilet Compartments	11/6/2023
10 26 01	Wall and Corner Guards	11/6/2023
10 28 00	TOILET ACCESSORIES	11/6/2023
10 44 00	Fire Protection Specialties	11/6/2023
10 82 13	Exterior Grilles and Screens	11/6/2023

DIVISION 11

11 30 13	Residential Appliances	11/6/2023
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DIVISION 12

12 24 00	Window Shades	11/6/2023
12 36 00	Countertops	11/6/2023

DIVISION 13

13 08 00	Seismic Restraint For Non-Structural Components	11/6/2023
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DIVISION 14

14 21 00	Electric Traction Elevators	11/6/2023
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DIVISION 20

20 00 00	General Mechanical Requirements	11/6/2023
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DIVISION 21

21 13 15	Wet Pipe Automatic Sprinkler Systems for Tenant Improvements	11/6/2023
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DIVISION 22

22 05 13	Common Motor Requirements for Plumbing Equipment	11/6/2023
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	11/6/2023
22 05 23	General-Duty Valves for Plumbing Piping	11/6/2023
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment	11/6/2023
22 07 19	Plumbing Piping Insulation	11/6/2023
22 10 05	Plumbing Piping	11/6/2023
22 10 06	Plumbing Piping Specialties	11/6/2023
22 30 00	Plumbing Equipment	11/6/2023
22 40 00	Plumbing Fixtures	11/6/2023

DIVISION 23

23 05 13	Motors & Variable Drives	11/6/2023		
23 05 23	Valves for HVAC Piping	11/6/2023		
23 05 29	Hangers & Supports for HVAC Piping & Equipment	11/6/2023		
23 05 48	Vibration & Seismic Control	11/6/2023		
23 05 53	Mechanical Identification for HVAC Piping & Equipment	11/6/2023		
23 05 93	Air System Testing & Balancing	11/6/2023		
23 05 95	Water System Balancing	11/6/2023		
23 07 13	Equipment Ductwork Insulation	11/6/2023		
23 07 19	HVAC Piping Insulations	11/6/2023		
23 09 00	Energy Management & Controls (DDC)	11/6/2023	12/6/2023	12/8/2023
23 11 19	HVAC Piping Specialties	11/6/2023		
23 11 23	Pumps for HVAC Equipment	11/6/2023		12/8/2023
23 20 00	Hydronic System	11/6/2023		12/8/2023
23 21 00	Sleeves & Seals for HVAC Piping & Equipment	11/6/2023		
23 23 00	Refrigerant Piping System	11/6/2023		
23 25 00	Water Treatment (Hydronic Systems)	11/6/2023		
23 31 13	Steel Ductwork	11/6/2023		
23 33 00	HVAC Specialties	11/6/2023	12/6/2023	
23 34 23	Exhaust Fans	11/6/2023		
23 36 00	VAV Terminal Box Units	11/6/2023		
23 37 00	Air Terminals	11/6/2023		
23 52 33	Boiler (Electric)	11/6/2023		
23 64 00	Air Cooled Chillers	11/6/2023	12/6/2023	
23 73 00	Air Handling Units with Coils	11/6/2023	12/6/2023	
23 81 45	Variable Refrigerant Zone System	11/6/2023		
23 90 00	Mechanical Demolition	11/6/2023		

DIVISION 26

26 00 00	Electrical General Conditions	11/6/2023		
26 00 05	Electrical-Existing Systems	11/6/2023		
26 05 19	Wires and Cables	11/6/2023	12/6/2023	
26 05 26	Grounding	11/6/2023		
26 05 32	Outlet and Pull Boxes	11/6/2023		
26 05 33	Raceway	11/6/2023		
26 05 34	Metal Clad Cable (Type MC) and Fittings	11/6/2023		
26 05 39C	Floor Outlet Devices Poke Through	11/6/2023		
26 05 73	Electrical System Studies	11/6/2023		
26 09 23	Network Digital Lighting Control System		11/30/2023	
26 22 13	Dry-Type Transformers	11/6/2023		
26 24 13	Switchboards	11/6/2023		
26 24 16	Panelboards	11/6/2023		
26 24 19	Motor Controllers	11/6/2023		
26 27 26	Switches Receptacles	11/6/2023		
26 28 13	Fuses	11/6/2023		
26 28 16	Disconnects & Fused Switches	11/6/2023		
26 32 13.16	Emergency Generator	11/6/2023		
26 36 23	Automatic Transfer Switches Time Delay Neutral	11/6/2023		
26 43 00	TVSS_TPS & IT	11/6/2023		
26 50 00	Lighting	11/6/2023		

DIVISION 27

27 00 00	Low Voltage Systems General Requirements	11/6/2023
27 05 28	Pathways for Communications Systems	11/6/2023
27 20 00	Data and Voice Infrastructure	11/6/2023

DIVISION 28

28 13 00	Access Control System	11/6/2023	
28 16 00	Intrusion Alarm System	11/6/2023	
28 31 76	Fire Alarm and Emergency Comm System	11/6/2023	12/12/2023

APPENDIX

Appendix A	Asbestos Report	11/6/2023
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ATTACHMENT NO. 3

Everett Municipal Building TI
Allowance Log
12/21/2023

Allowance #	Allowance Description		Allowance Value
GC-01	Fire Stopping at Existing Rated Assemblies	\$	50,000
GC-02	Major Floor Prep	\$	200,000
GC-03	Elevator Maintenance	\$	25,000
GC-04	Spray-Applied Fireproofing Patching	\$	30,000
GC-05	Post-Tensioned Concrete Coordination / Relocation Requirements	\$	60,000
GC-06	MEP Design Coordination and Phasing	\$	75,000
GC-07	Building Controls Design Coordination and Phasing	\$	30,000
GC-08	Additional Hazardous Material Abatement	\$	15,000
GC-09	Temporary Fans and Dehus GWB	\$	30,000
GC-10	Elevator Design	\$	120,000
	Front Entry Lobby Coordination/Work	\$	20,000
	Electrical Design (Power main, Low volt, Data, Fire, etc.)	\$	100,000
	Shaft Scaffold HVAC	\$	75,000
SUBTOTAL - GC Allowances			\$ 830,000
BP03.00-01	Generator Pad	\$	20,000
BP09.29-01	Backing & Blocking	\$	25,000
BP09.29-02	Patching of Existing Walls	\$	50,000
BP09.29-03	Patching of Elevator Shafts & Fronts	\$	25,000
BP09.29-04	New GWB at Existing Restrooms	\$	50,000
SUBTOTAL - Bid Package Allowances			\$ 170,000
TOTAL			\$ 1,000,000



City Council Agenda Item Cover Sheet

Project title: General Government Revenue Options Briefing

Council Bill # *interoffice use*

Agenda dates requested:

March 20, 2024

Briefing 3-20-24

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 Funds

Fiscal summary statement:

None

Project summary statement:

A briefing to present additional information regarding revenue options that may be placed on a future ballot for voter approval. Options to be presented include: Sno-Isle Annexation, Regional Fire Authority Annexation, Property Tax Levy Lid Lift.

Recommendation (exact action requested of Council):

No Council action will be requested on March 20, 2024.

City of Everett Revenue Options Briefing

March 20, 2024

Discussion Topics

- 2024 Property Tax Distribution
- Forecast Assumptions
- Sno-Isle Library Annexation
- Regional Fire Authority Annexation
- Property Tax Levy Lid Lift



2024 Property Tax Distribution

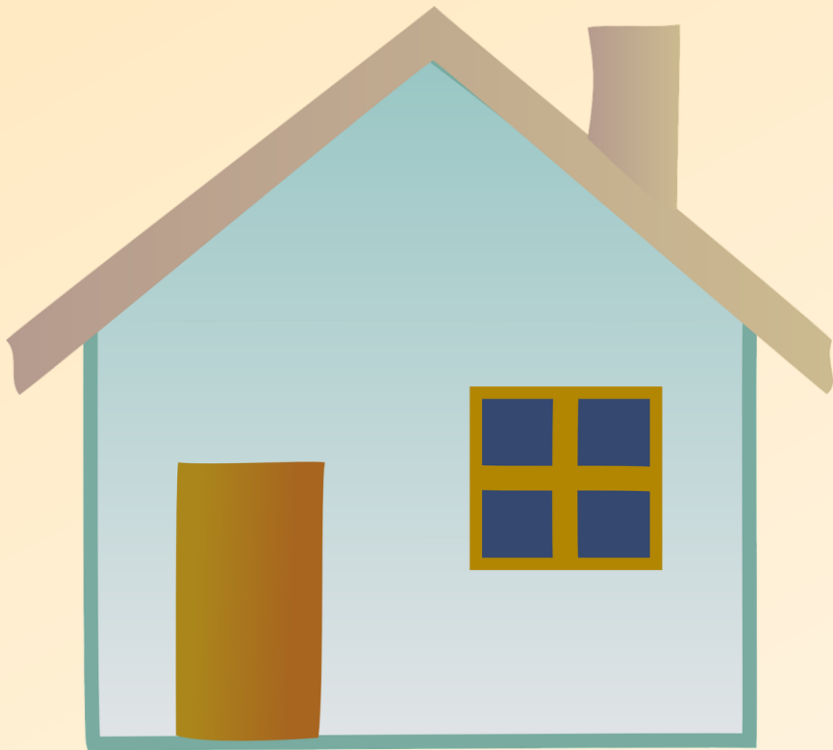
Typical Total Levy Rate: \$8.558

2024 Property Tax Distribution

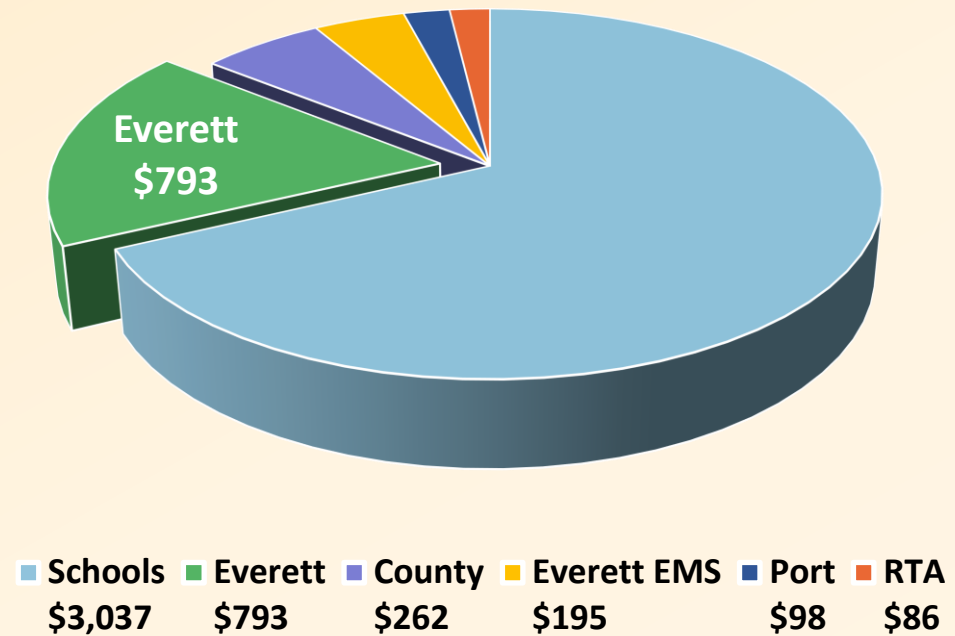
■ Everett Regular ■ County ■ Everett EMS ■ Port ■ RTA ■ Schools



2024 Property Tax Distribution: Average Value Home



Average Value 2024: \$520,600



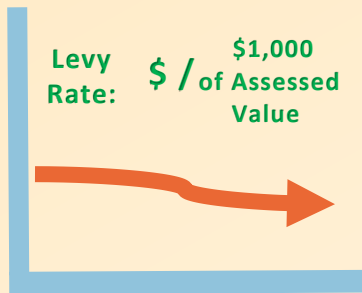
Total: \$4,471

Forecast Assumptions



City Assessed Value Forecast (billions):

2024	2026	2028	2030
Actual	Forecast	Forecast	Forecast
\$ 26.9	\$ 28.9	\$ 30.9	\$ 32.9



Levy Rate Forecast:

2024	2026	2028	2030
Actual	Forecast	Forecast	Forecast
\$ 1.52	\$ 1.46	\$ 1.40	\$ 1.35



Average Home Assessed Value Forecast:

2024	2026	2028	2030
Actual	Forecast	Forecast	Forecast
\$ 520,600	\$ 549,600	\$ 583,100	\$ 618,600

Forecast Assumptions (in millions)



Library budget forecast:

2024	2026	2028	2030
Budget	Forecast	Forecast	Forecast
\$ 6.4	\$ 6.9	\$ 7.5	\$ 8.1



Fire budget forecast:

2024	2026	2028	2030
Budget	Forecast	Forecast	Forecast
\$ 28.4	\$ 30.8	\$ 33.3	\$ 36.0

General Government Deficit forecast (without revenue options):

	2024	2026	2028	2030
	Budget	Forecast	Forecast	Forecast
Beginning Deficit	\$ -	\$ (23.8)	\$ (32.8)	\$ (42.4)
Prior Year Variance		7.0	7.0	7.0
Revised Deficit	\$ -	\$ (16.8)	\$ (25.8)	\$ (35.4)



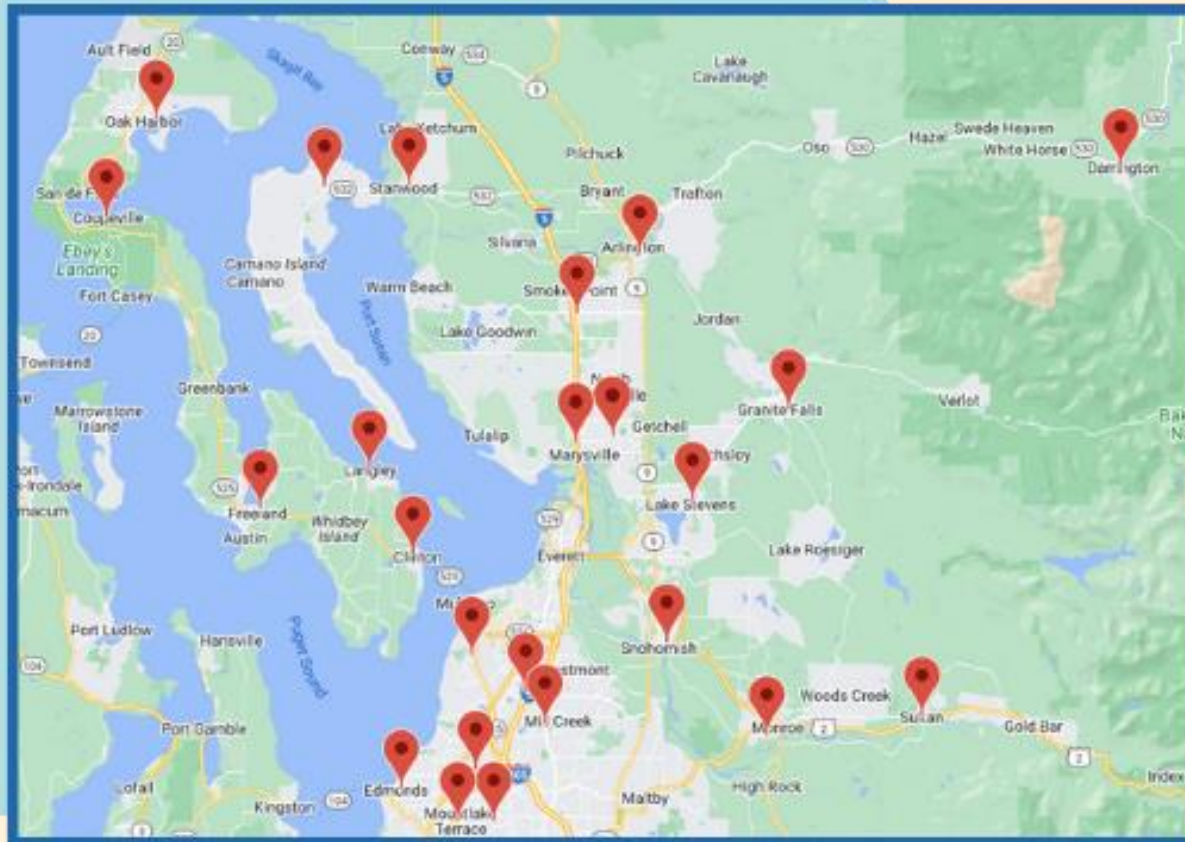
SNO-ISLE ANNEXATION



Sno-Isle Annexation - Sno-Isle System



Serves
800k+
residents with
23 locations
and **450+**
employees
throughout
Snohomish
and **Island**
counties



2,100+
In-person and
online events



56,000+
Attendees at
Sno-Isle events



350,000+
Wi-Fi connections
from libraries



12,000+
Laptop and Wi-Fi
hotspot checkouts



1,300+
1:1 sessions with
'Book a Librarian'

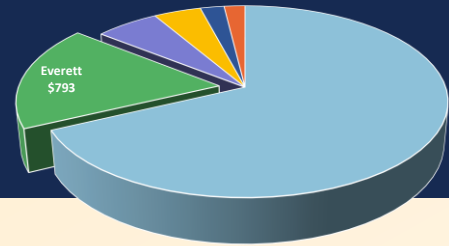
Sno-Isle Annexation – Governance

- Seven-member Board of Trustees
 - Five represent Snohomish County Council
 - Two represent the Island County Commission
- Trustees serve seven-year terms
- Trustees are confirmed by joint actions of both county legislative bodies



Sno-Isle Annexation – Financial Impact Estimate

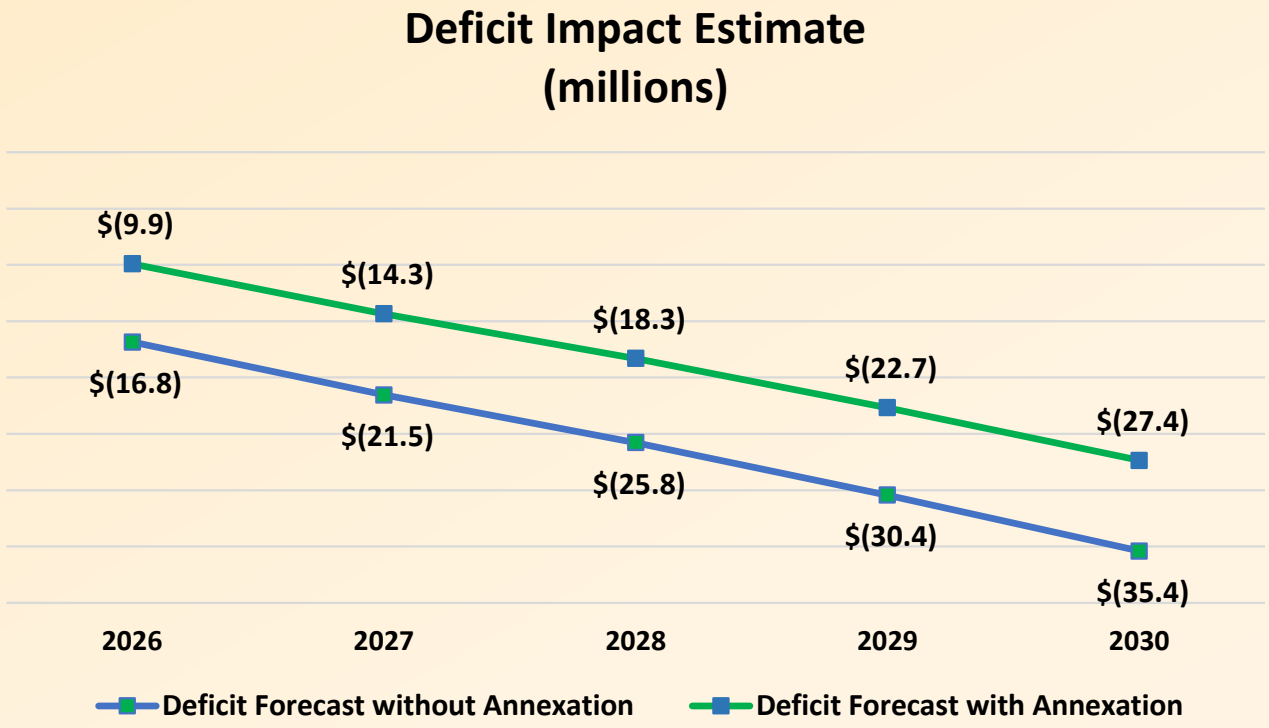
2026 Deficit Forecast: \$16.8 million



Year 1

Deficit Reduction Estimate:
\$6.95 million

Average Residence Annual Impact Estimate:
\$178



REGIONAL FIRE AUTHORITY (RFA)



Regional Fire Authority - Options

Members must be located within reasonable proximity to one another

- Join an existing RFA
 - South County RFA
 - Marysville RFA
- Create a new RFA with another agency



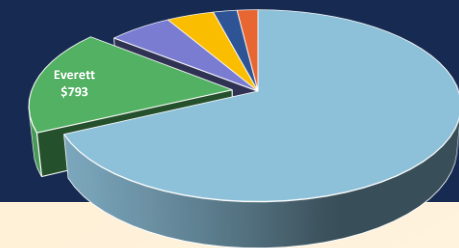
Regional Fire Authority – Governance

- Governance is determined by the regional fire protection service authority plan (“the plan”)
 - Boards are determined by the plan, but must consist of elected officials of participating jurisdictions or elected commissioners of the authority or both
 - Terms of office for commissioner positions may be established by the plan up to a maximum of six years
 - The plan may establish commissioner districts to determine eligibility

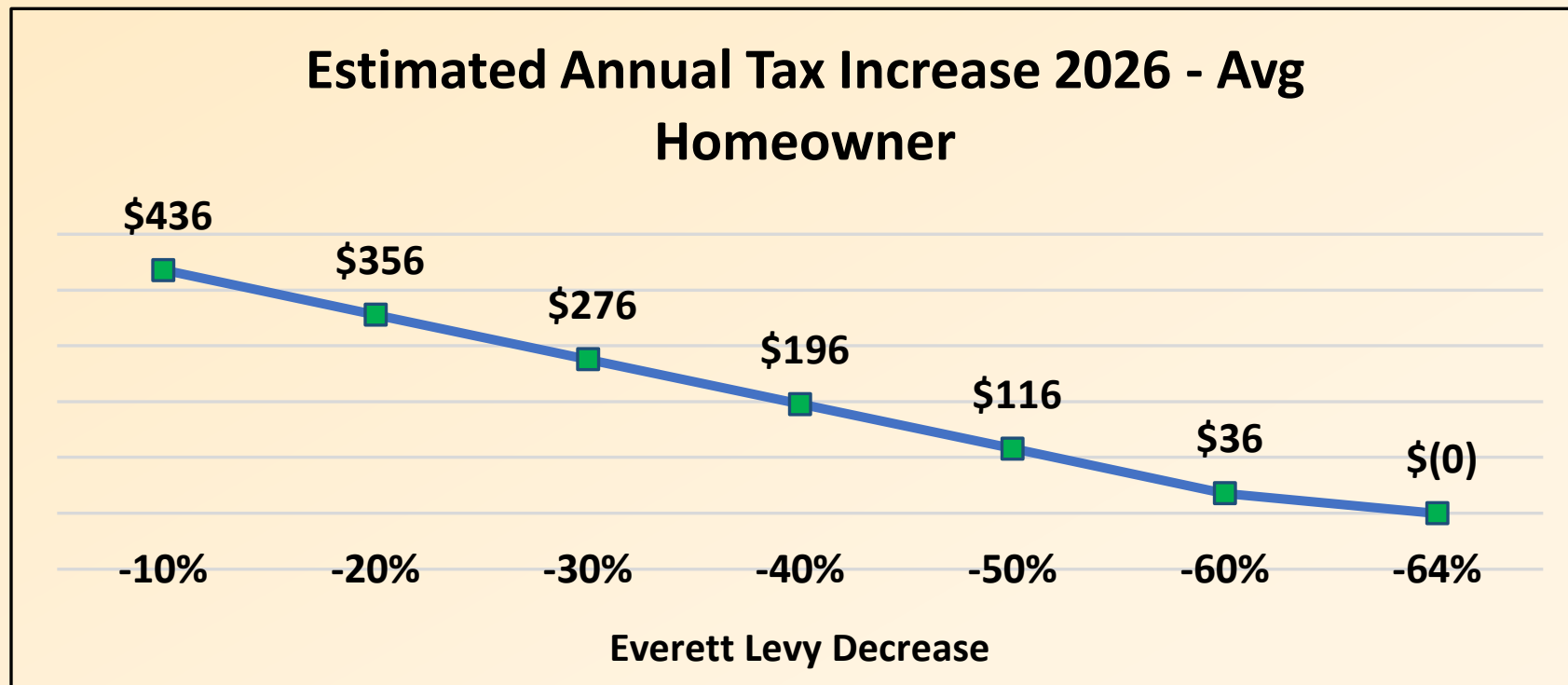


Regional Fire Authority— Financial Impact Estimates

2026 Deficit Forecast: \$16.8 Million

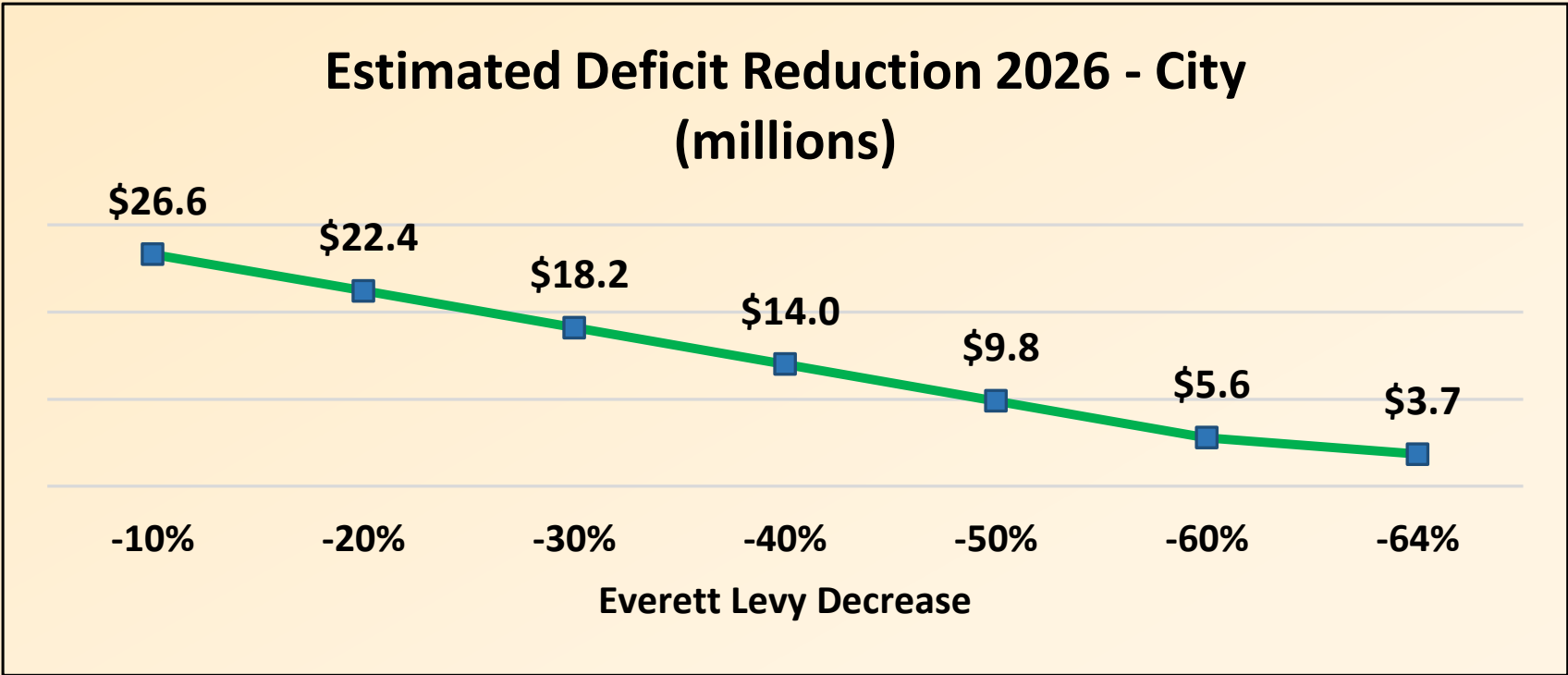
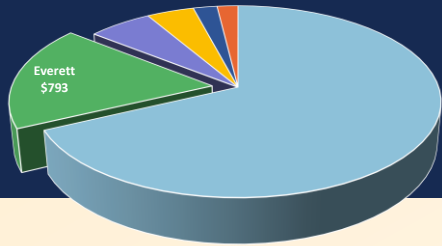


Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86



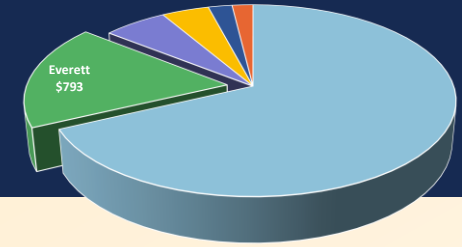
Regional Fire Authority– Financial Impact Estimates

2026 Deficit Forecast: \$16.8 million

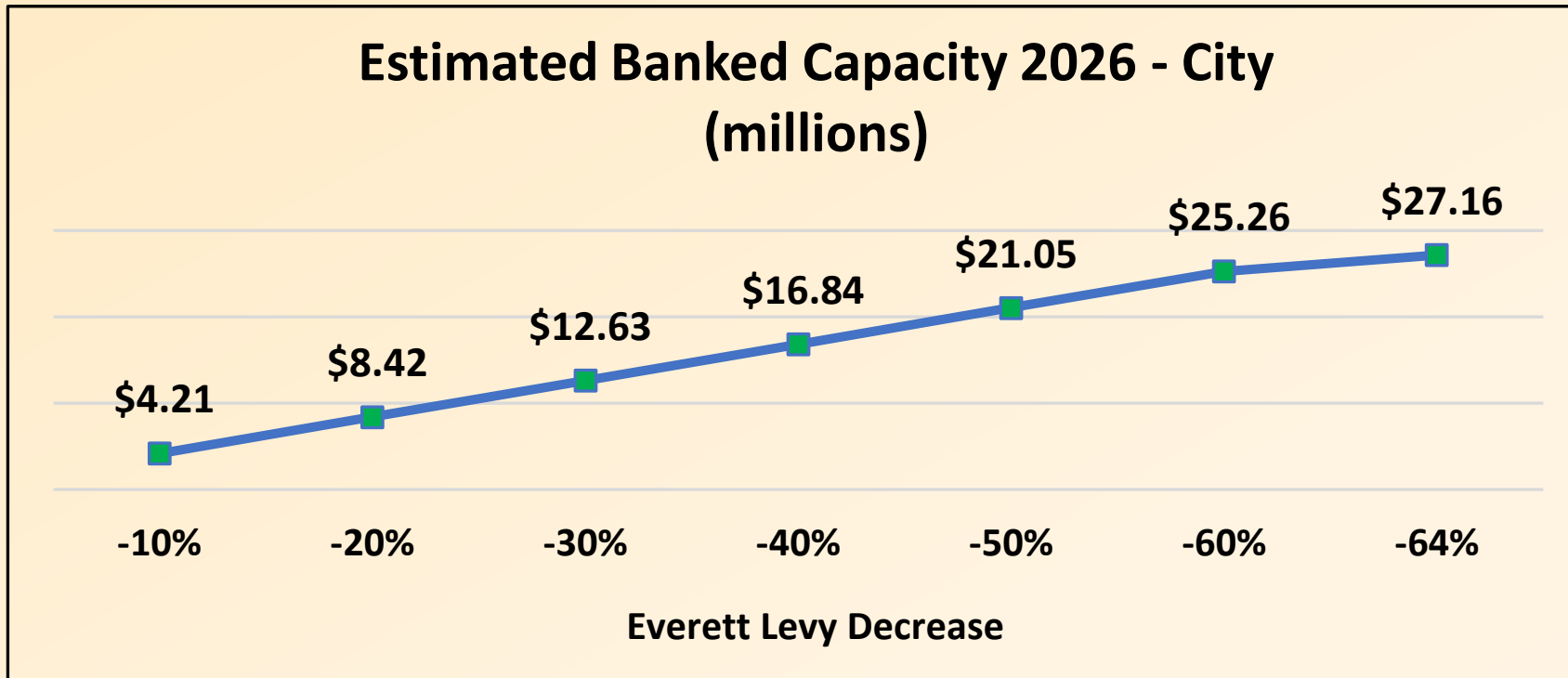


Regional Fire Authority— Financial Impact Estimates

2026 Deficit Forecast as of: \$16.8 million

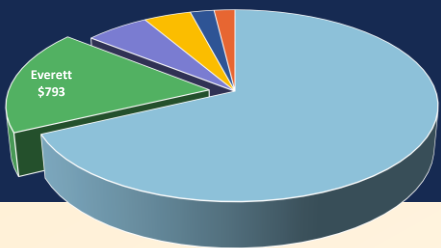


Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86

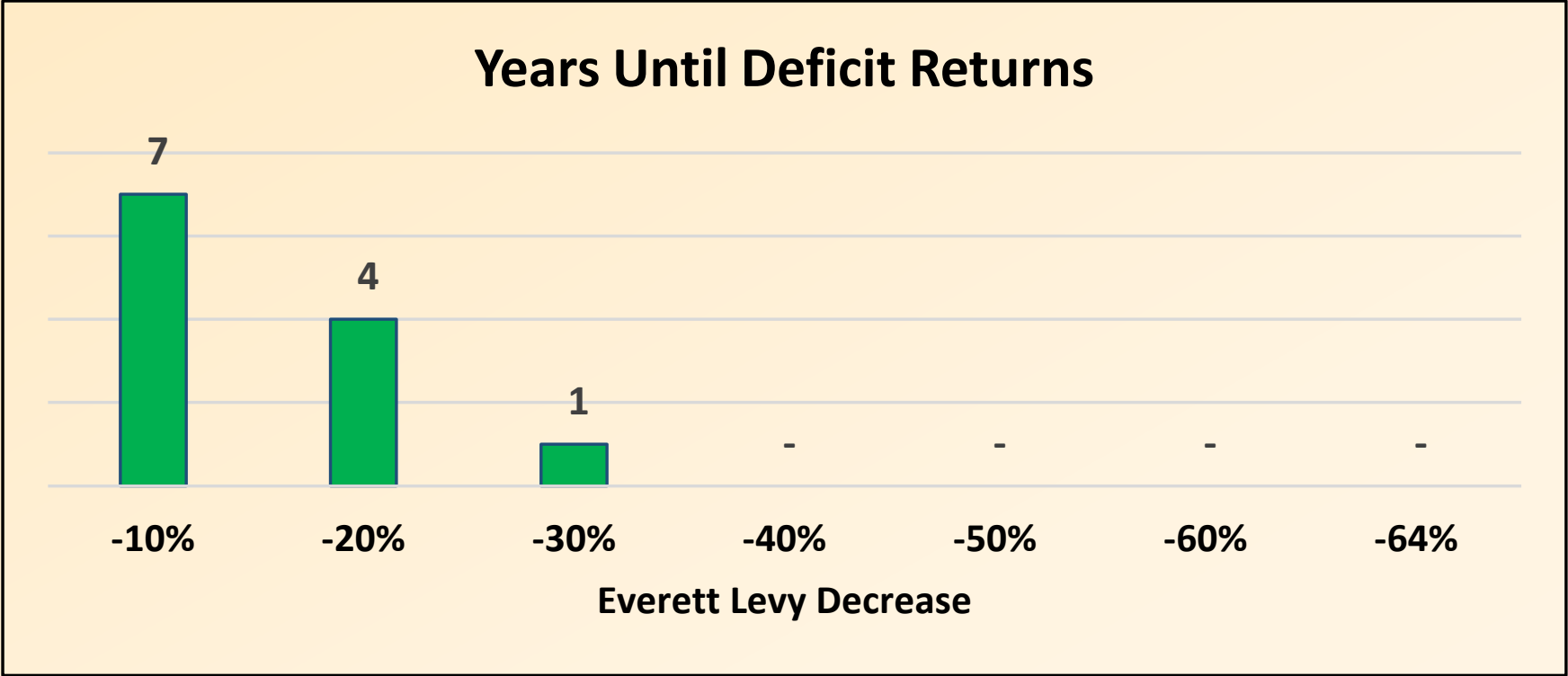


Regional Fire Authority– Financial Impact Estimates

2026 Deficit Forecast: \$16.8 million

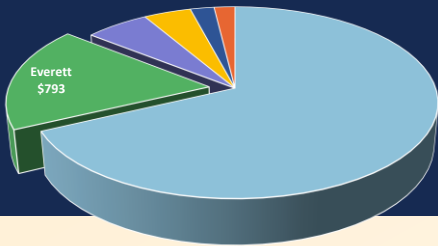


Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86

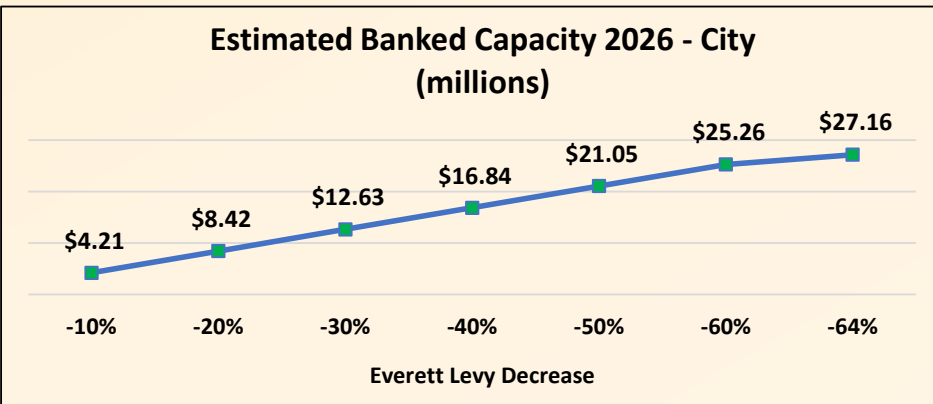
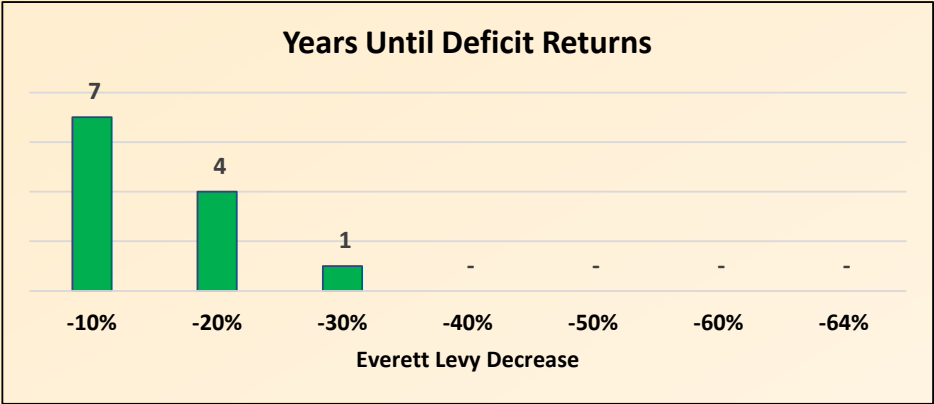
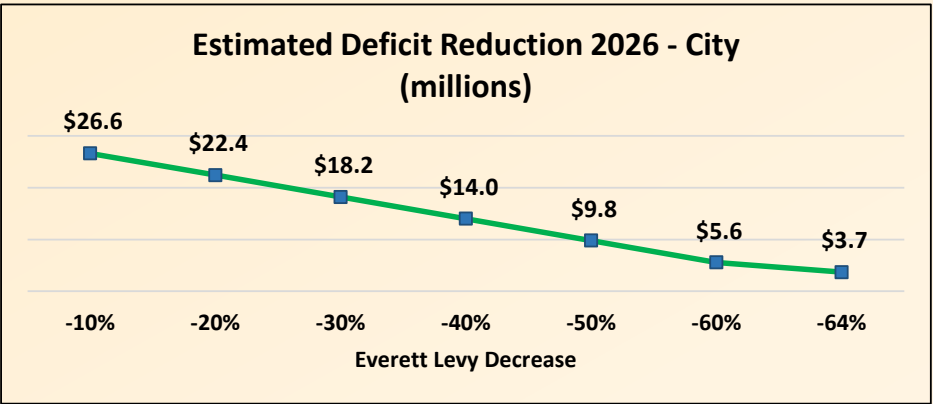
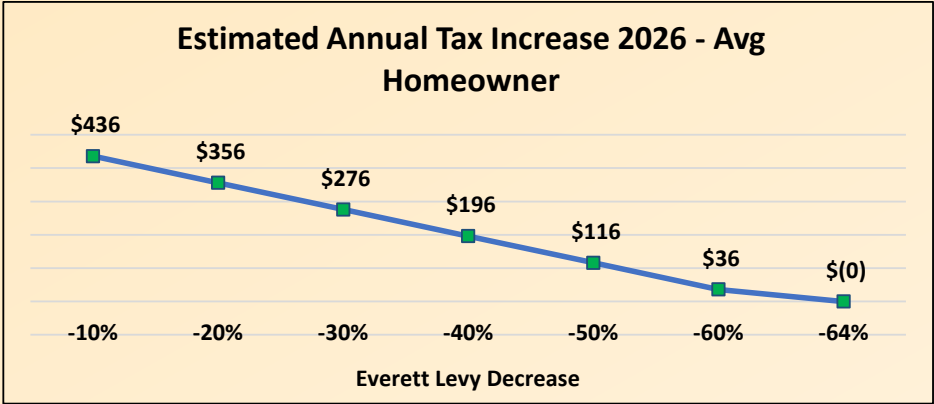


Regional Fire Authority– Deficit Reduction Estimates

2026 Deficit Forecast: \$16.8 million

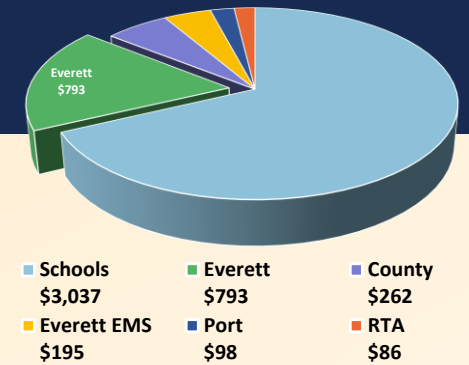


Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86



Maximum Levy Rate Impact: Sno-Isle and/or RFA Annexations

2024 Actual Levy Rate: \$1.52

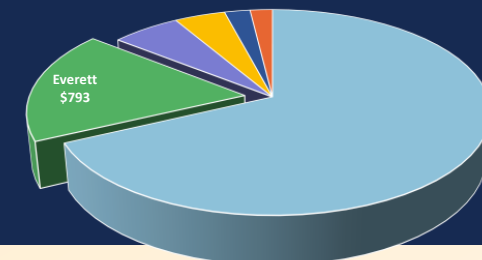


Sno-Isle Annexation					
Current Maximum Levy Rate:	\$3.6/\$1,000 of Assessed Value				
With Sno-Isle Annexation:	\$3.825 less Sno-Isle's Actual Levy Rate				
2024 Example:	\$3.825 - \$0.32 = \$3.505				
RFA Merger					
Current Maximum Levy Rate:	\$3.6/\$1,000 of Assessed Value				
With RFA Merger:	\$3.825 less RFA's Actual Levy Rate				
2024 Example:	\$3.825 - \$0.82 = \$3.005				
Both Options					
Current Maximum Levy Rate:	\$3.6/\$1,000 of Assessed Value				
With Sno-Isle Annexation & RFA Merger:	\$3.825 less Sno-Isle and RFA's Actual Levy Rates				
2024 Example:	\$3.825 - \$0.32 - \$0.82 = \$2.685				

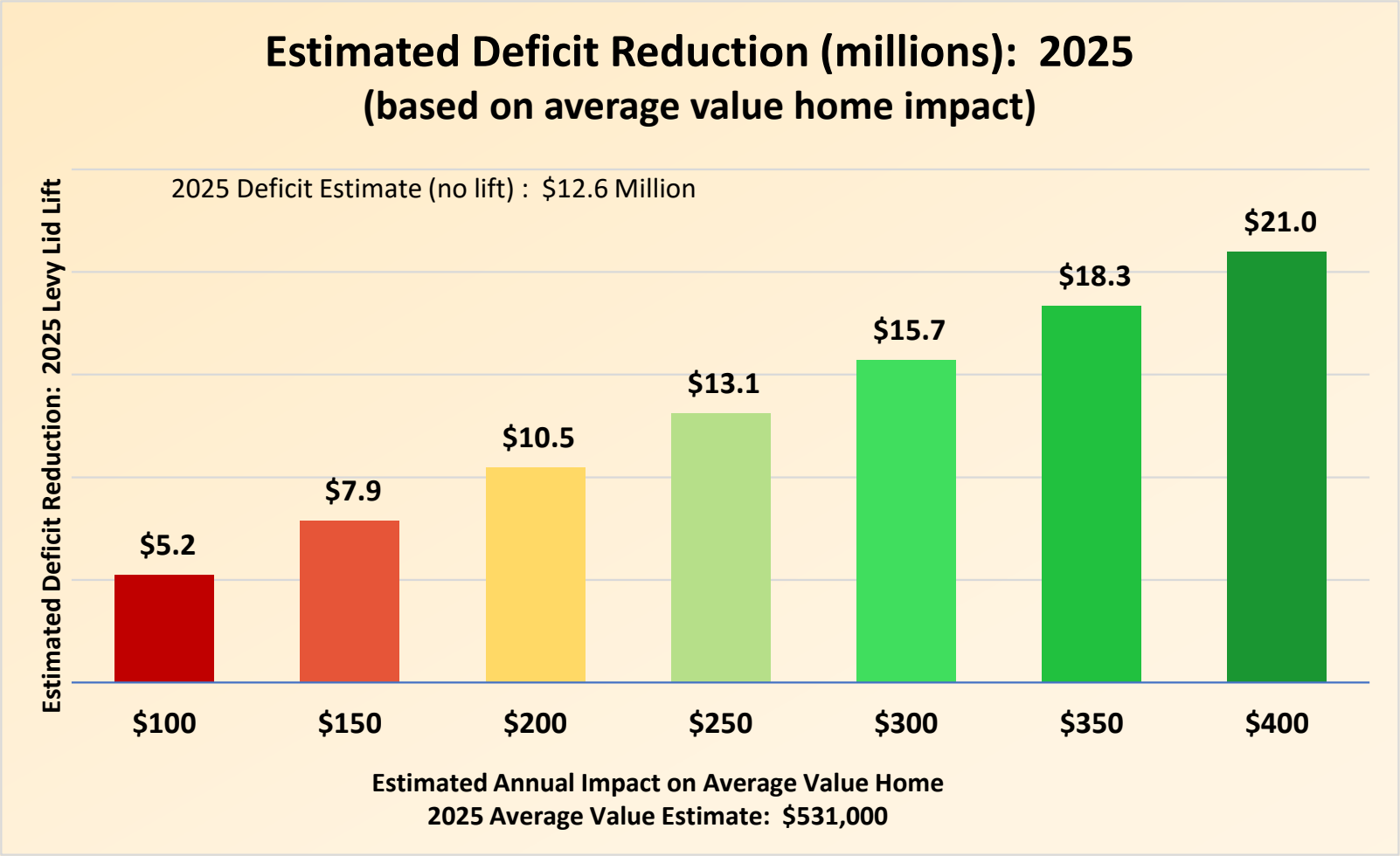
PROPERTY TAX LEVY LID LIFT



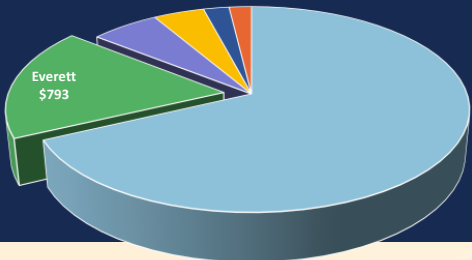
Property Tax Levy Lid Lift Impact Estimates



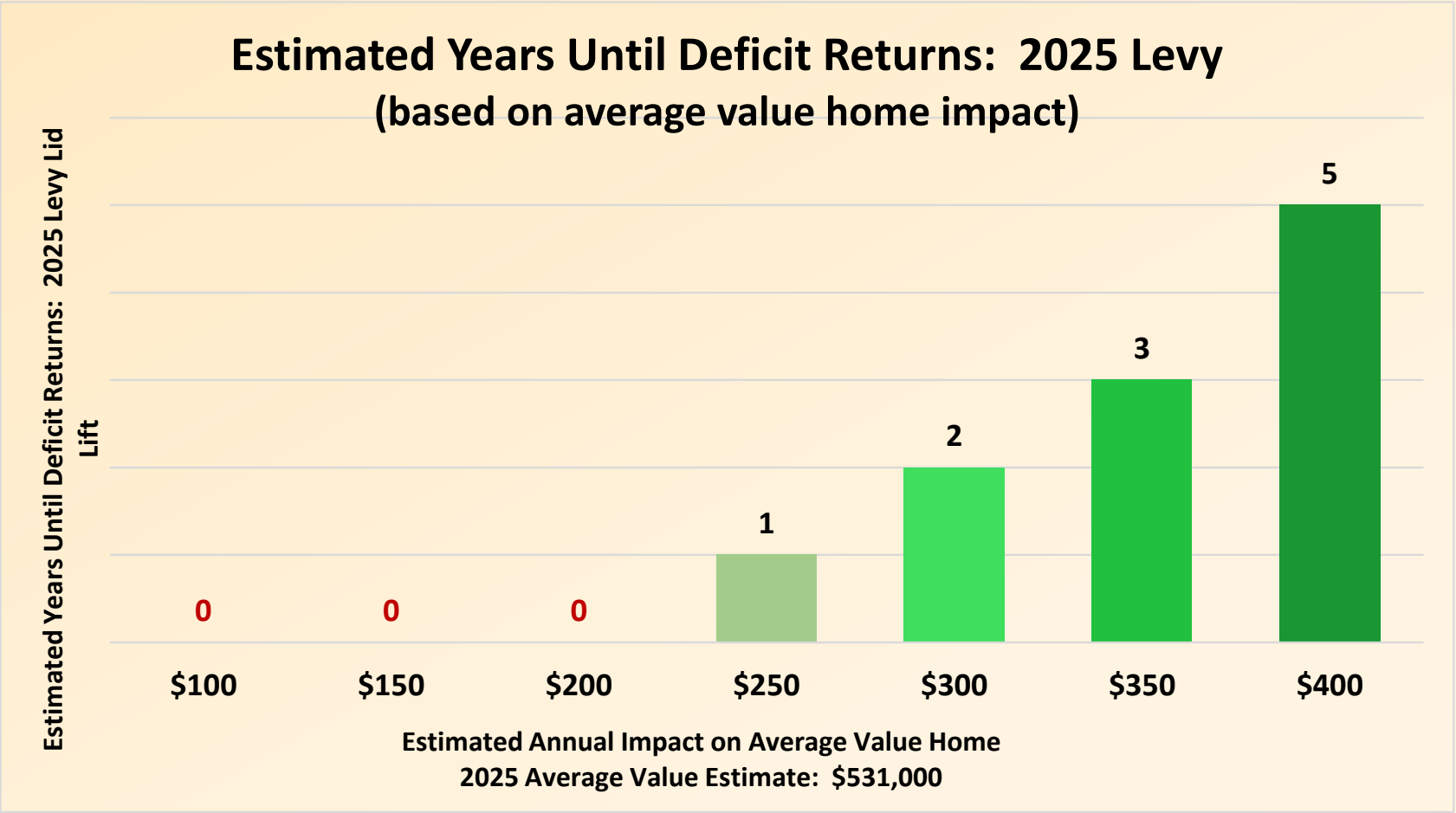
Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86



Property Tax Levy Lid Lift Impact Estimates

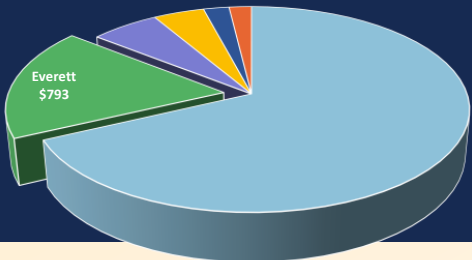


Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86

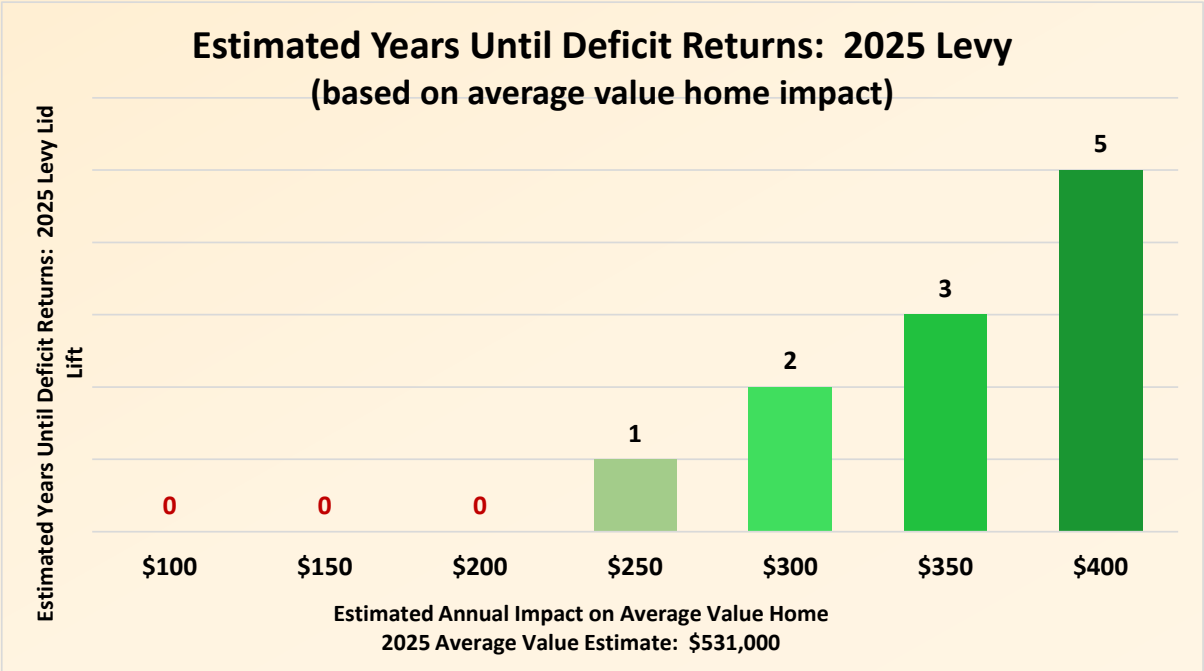
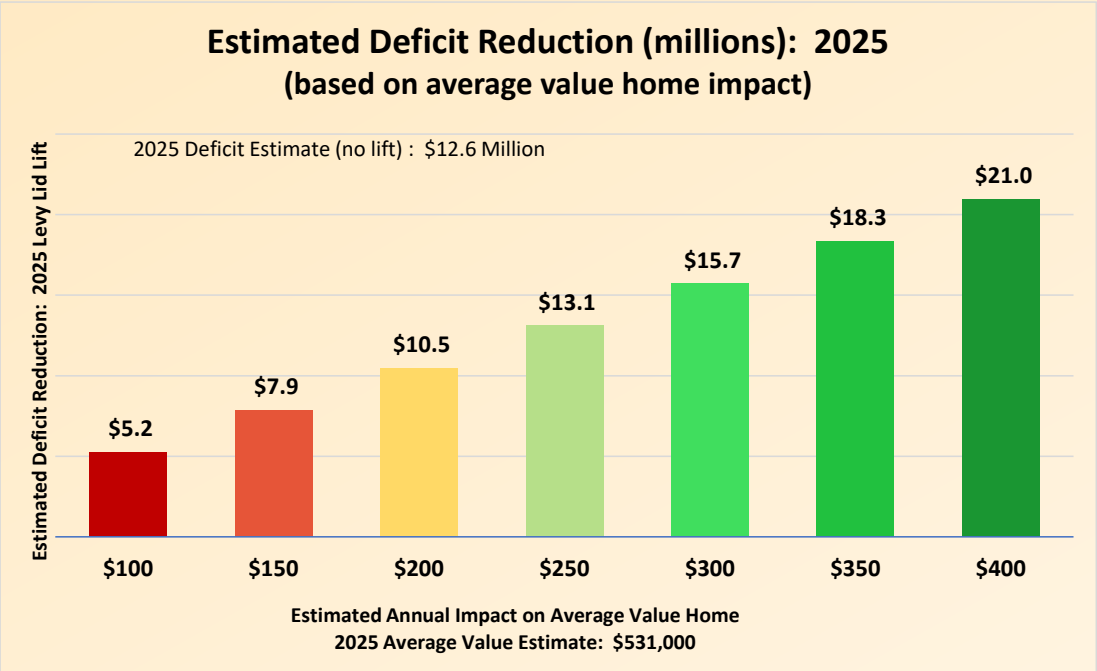


Property Tax Levy Lid Lift Impact Estimates

2025 Estimated Deficit: \$12.6 million



Schools	Everett	County
\$3,037	\$793	\$262
Everett EMS	Port	RTA
\$195	\$98	\$86

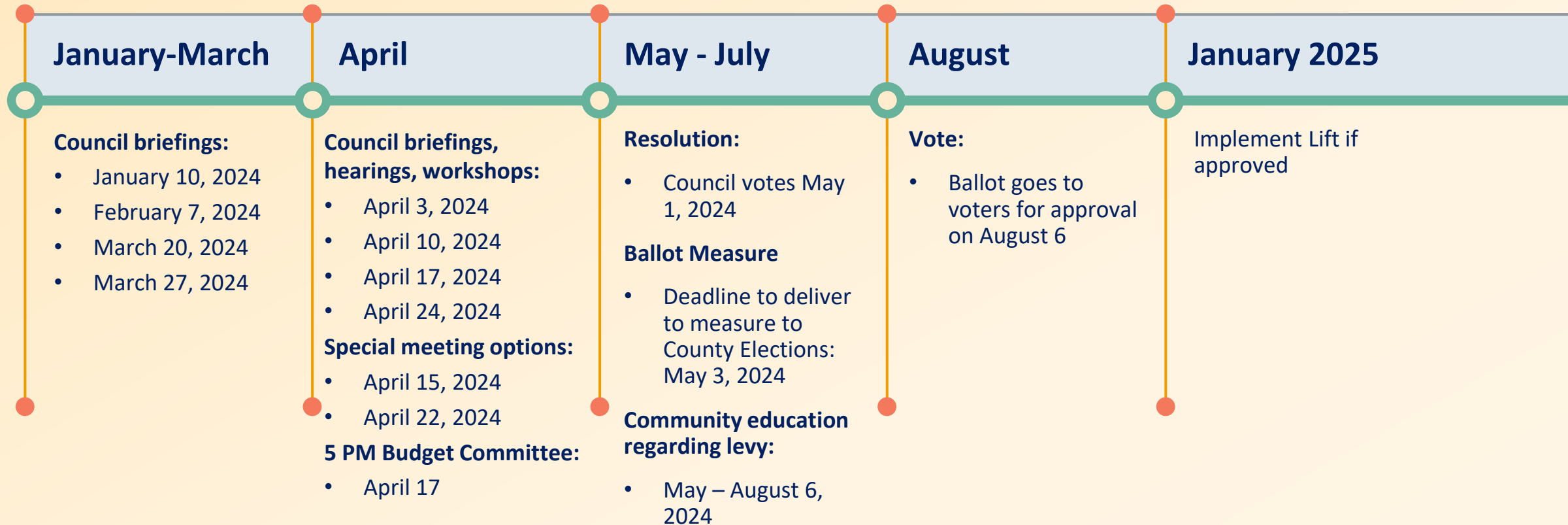


Timeline Considerations & Milestones – Annexations: Library & Fire Services

- Election dates:
 - Must be approved no later than the April ballot to be in effect for the next year
- Agreements:
 - Agreements with the annexing agency must be negotiated and approved prior to placing on the ballot
 - Leadership structure (how would our libraries/fire services fit)
 - Property transfer (fire stations & libraries)
 - Physical asset transfer (fire trucks; aid cars, library collection, etc.)
- Labor:
 - Labor impacts must be negotiated



Levy Lid Lift Timeline



Recommendations

1. Council pass Resolution by May 1 to place a property tax levy lid lift on the August ballot following the timeline presented
2. Actively pursue Sno-Isle and Regional Fire Authority annexations in the next few years to ensure the City's long-term fiscal sustainability





EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 7/20/24

NAME (required): CAHray

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: GOVT + POLICE IN ACTION



EVERETT CITY COUNCIL Public Comment Form

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State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 3/20/24

NAME (required): ALAN MILLER

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): 425 422 2392

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: stop sign needed @ 2517 Fulton & Main
Catholic shelter

Google Maps ²⁵¹⁷
2519 Fulton St

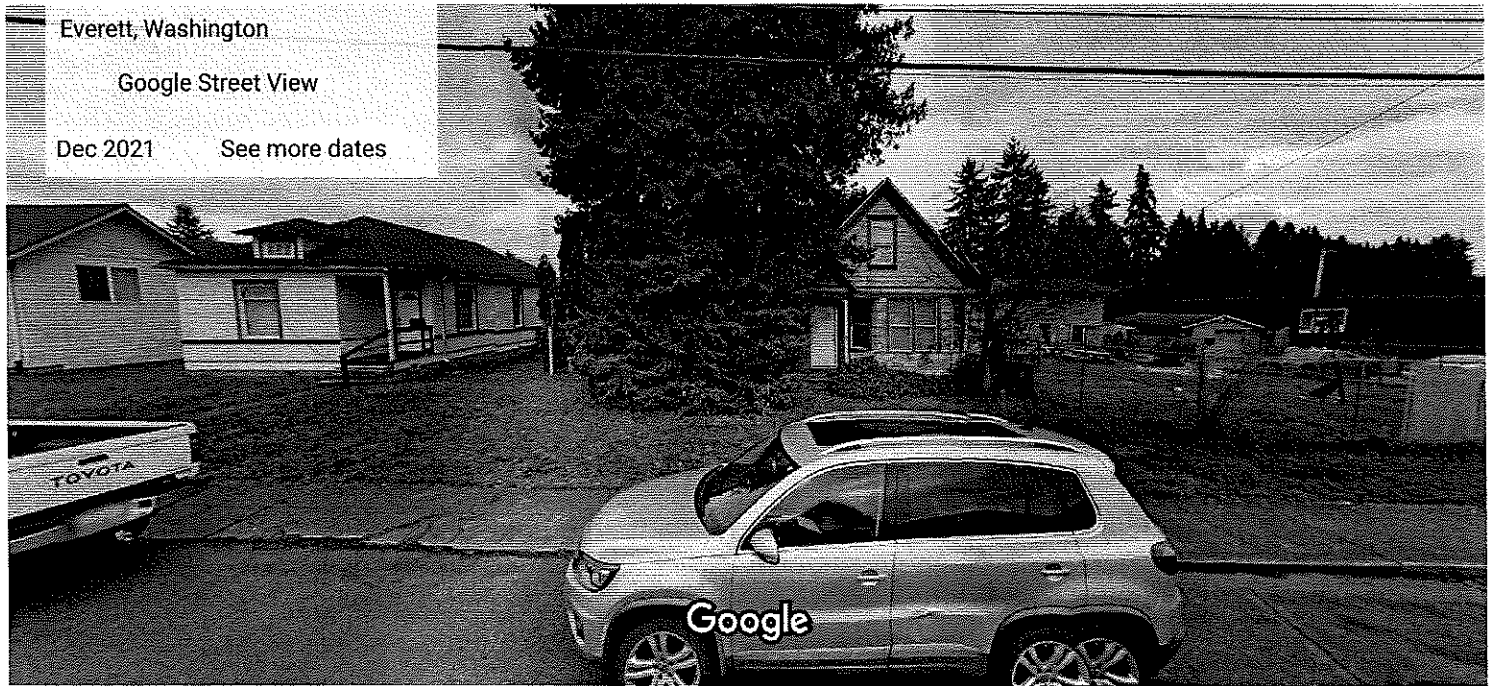


Image capture: Dec 2021 © 2024 Google





EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: March 20th

NAME (required): Emily Simpson

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): Simpsonemily99@gmail PHONE (optional): 425-315-2123

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Tree murder



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DATE: 9-3-20-24

NAME (required): Lane A Porhan

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): — PHONE (optional): 425-585-3910

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Snohomish county Homelessness
drug Ect...

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: March 20 2024

NAME (required): Kyle Ferry

CITY (required): Sultan ZIP (required): 98294

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Watts Motel