



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	Pace Engineers Inc
	3501 Colby Ave, Suite 101 Everett, WA 98201
	darrells@paceengrs.com
City Project Manager	Vincent Bruscas
	City of Everett – Transit 3201 Smith Ave Suite 200 Everett, WA 98201
	vbruscas@everettwa.gov
Brief Summary of Scope of Work	Design and engineer bus platform.
Completion Date	December 31, 2025
Maximum Compensation Amount	\$262,552.25

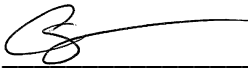
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Allison Braga
	360.626.2007
	Allison.braga@assuredpartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, 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**

Pace Engineers Inc



Cassie Franklin, Mayor

04/01/2024

Date

ATTEST



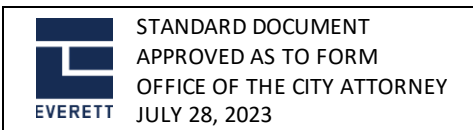
Office of the City Clerk

Signature: Darrell Smith

Name of Signer: Darrell Smith

Signer's Email Address: darrells@paceengrs.com

Title of Signer: Civil Engineering Director



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)**

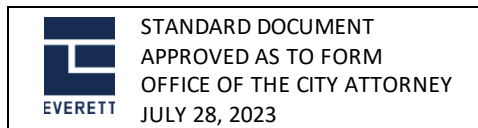


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

March 8, 2024

Vincent Bruscas,
Project Coordinator
City of Everett
2930 Wetmore Avenue, Suite 1-A
Everett, Washington 98201
vbruscas@everettwa.gov

**Subject: Everett Mall Bus Platform
 Proposal for Professional Civil Engineering and Planning Services
 PACE Proposal No. P24-046**

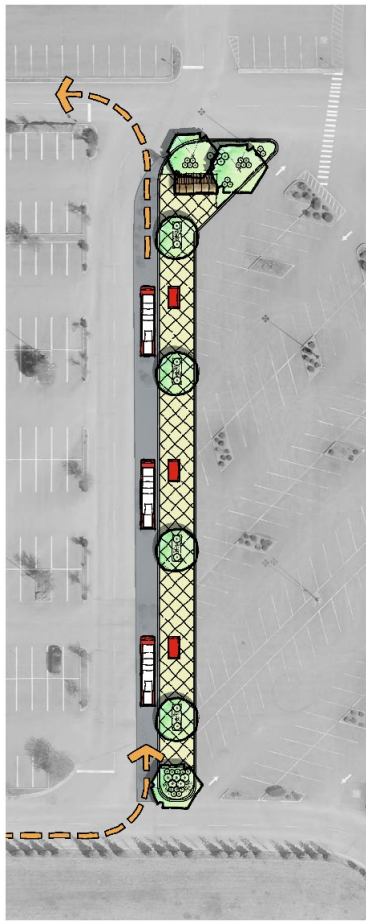
Dear Vince and Tom,

PACE Engineers, Inc. (PACE) would like to thank you for this opportunity to provide this Scope and Budget proposal for providing professional engineering and planning services for Everett Mall Bus Station Platform design (the project).

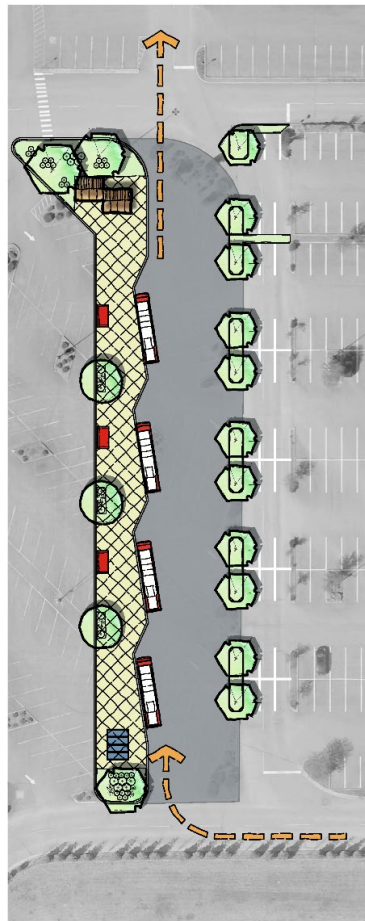
PROJECT DESCRIPTION

PACE understands the following:

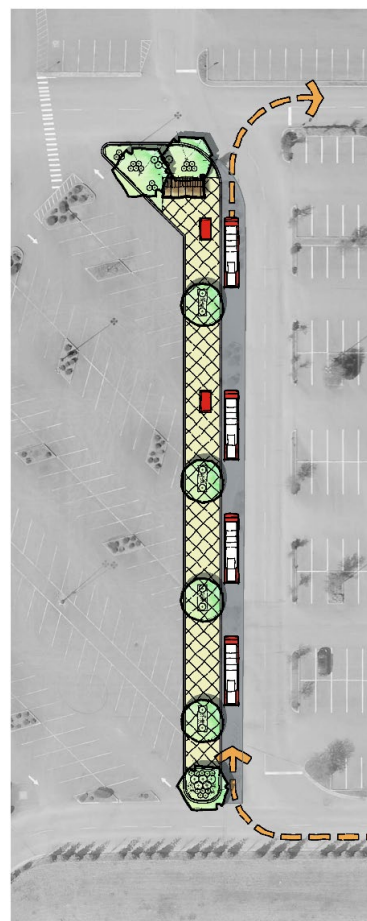
The existing transit center is proposed to be relocated approximately 400 feet to the west, to make room for redevelopment efforts at the mall. Everett Transit aims to construct a single-sided bus platform to serve four bus stops with standard shelters and two additional bus layover bays. Everett Transit also wishes to construct a 400-SF operator comfort building. Everett Transit has about 360 LF, south to north frontage, to work with. For buses to have independent arrival and departure, they must be parked approximately 60 feet from each other so arriving buses can adequately turn in and line up paralleled to a straight curb line. A sawtooth configured transit center, illustrated in the center graphic below, is more efficient and allows for more bus bays and only requires buses to be parked approximately 20 feet apart. Single-sided transit platforms can be designed and constructed narrower (approximately 20 feet wide) than traditional double-sided transit loop platforms. Optimizing the transit center bus bay layout will be critical in addition to coordinating bus bay program/needs.



Independent arrival



Sawtooth



Modified arrival

It is anticipated that the operator comfort building will provide two restrooms and a breakroom (approximately 400 SF in size). The building must be durable and readily available to be delivered to the project site. It's important to be aware that modular buildings have a long lead time. Typically, they can be produced, delivered, and installed within 10 to 12 months from the time the order is placed. Procurement of the modular building is a critical path element for this project.

SCOPE OF SERVICES

To commence with the development of the Project, and to guide the Project to its completion based on our current understanding, PACE proposes to provide the following services:

1. Project Management

PACE will lead and manage the overall design phase of the project.

- ◆ Prepare work plan
- ◆ Hold project kickoff meeting

- ♦ Hold weekly project coordination meetings (maximum of 20) combination of virtual and in-person meetings.
- ♦ Manage subconsultant activities
- ♦ Prepare monthly progress reports
- ♦ Prepare project schedule and a maximum of one (1) update.

2. Survey

Area of coverage:

A portion of two Snohomish County Parcels, Numbers 28051800401800 and 28051800402400, containing approximately 8,000 square feet. The site is 200 feet by 400 feet of a parking lot and driveway approaches for the Everett Mall, locate on the south side of the mall, north of the detention pond.

Scope of Services:

- ♦ Topographic mapping of the driveway and parking lot. The survey will include paved areas, islands, parking stripes, walkways, fences, storm drainage structures along with visible utilities and utilities obtained from available records and a private locating company.
- ♦ An AutoCAD drawing along with a signed original and pdf files will be provided at completion of the project.

Assumptions:

- ♦ If a Title Report is provided, we will compute and show plottable easements.
- ♦ No permit or recording fees will be required.

3. Geotechnical (HWA)

Based on a review of the available geotechnical information the project site is anticipated to be underlain by dense/hard glacial till soils which would likely be sufficient to support the proposed platform and structures. However, glacial till is generally a Natural Resource Conservation Service (NRCS) type D soil and would likely be unsuitable for infiltration.

Our understanding is that the design of the new bus platform will need to be completed within about two months of signing a contract with the City. Based on this schedule, our understanding of the project, and our experience on other similar projects, we propose to conduct a geotechnical and pavement engineering study that includes the following scope of services to support developing this design:

SCOPE OF WORK

- ♦ Project Setup: HWA will set up the project in our accounting software for billing throughout the project.



- ♦ Kickoff and Project Coordination Meetings: HWA will participate in up to one project kickoff meeting. HWA will also meet with the City and/or design team to present our findings and discuss alternatives (1 kickoff and up to 2 virtual coordination meetings).
- ♦ Project and Contract Management: HWA will prepare monthly invoices, and progress reports. We will correspond with the design team in the form of emails, and telephone calls, as necessary. We will provide project management for our engineering subtasks, and we will coordinate with and manage all our subcontractors.
- ♦ Review Available Geotechnical Information: Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site to improve our understanding of the local geological conditions at the site and surrounding areas. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- ♦ Site Reconnaissance and Utility Locates: HWA will conduct a site reconnaissance of the project site. This reconnaissance will be used to identify geotechnical challenges at the proposed improvements and to assist in planning the geotechnical exploration program. During the site reconnaissance, HWA will mark pavement core locations with white paint and notify the one-call utility service. An additional site visit will be performed to verify if the proposed locations of the pavement cores are clear of utilities prior to mobilizing our equipment.
- ♦ Plan and Coordinate Subsurface Exploration Program: HWA will plan and coordinate the geotechnical exploration program. We propose to conduct up to four (4) pavement cores at the site. Hand auger borings and Dropweight Cone Penetrometer (DCP) testing will be advanced to identify subgrade soil and groundwater conditions in the vicinity of the bus platform. Our understanding is that explorations are to be located within the parking stalls of the existing parking lot or landscape areas where possible. Traffic control and street use permits are not anticipated to be required.
- ♦ Generate Geotechnical Subsurface Exploration Plan (SEP): HWA will prepare a geotechnical SEP for the proposed work. The SEP will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as work zones and staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations. The SEP will be submitted to the City for review and approval. We assume the City, in support of this project, will acquire and provide any required permits or rights of entry at no cost to HWA.
- ♦ Conduct Pavement Cores: Up to four (4), 6-inch diameter pavement cores will be conducted within the existing pavement to identify existing pavement thickness and subgrade conditions. DCP testing and hand auger borings will be

advanced within the pavement cores to further evaluate soil conditions. Upon completion of each pavement core exploration, the pavement is to be patched with aquaphalt cold. No hot mix asphalt patching is proposed, and additional costs will be required if the City requires different patching materials.

- ♦ **Generate Core Logs and Assign Laboratory Testing:** HWA will generate summary core logs for each pavement core and associated hand exploration. Samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected samples will be tested to determine relevant engineering and index properties. Depending on the type of soils encountered, laboratory testing performed may include moisture content, grain-size distribution, and/or Atterberg limits test. Soil and laboratory test information will be presented in summary core logs that will be generated upon completion of our exploration program.
- ♦ **Generate Seismic Design Parameters:** Based on the geologic information obtained from our field exploration program in the vicinity of the improvements, HWA will determine the Site Class for seismic design and will generate seismic design parameters.
- ♦ **Develop Recommendations for Luminaires and Foundations:** HWA will provide recommendations for bearing capacity and the foundation design of the cantilevered structures and the prefabricated building. Additionally, HWA will provide recommendations for luminaire foundations, assuming the use of WSDOT standard plan foundations.
- ♦ **Pavement Engineering Analysis and Recommendations:** HWA will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for the pavements at the proposed bus station platform such as subgrade preparation, aggregate base course, and minimum section thicknesses.
- ♦ **HWA QA/QC:** HWA will have all design calculations and geotechnical recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- ♦ **Draft Preliminary Geotechnical Engineering Report:** HWA will prepare draft preliminary geotechnical report to support 30% design. This report will present the results of our field explorations, also it will include:
 - A description of the geotechnical site exploration program.
 - The logs of the site investigations, including any existing subsurface geotechnical data and pavement cores.
 - A description of the geologic and seismic setting for the corridor.
 - Results of all field tests conducted.

- A description of all laboratory tests conducted and the test results, as well as any previous geotechnical laboratory test results that are relevant for the project.
- A site plan showing pavement core locations and other pertinent features.
- ◆ Respond to Review comments: HWA will respond to review comments in the form of emails to the design team.
- ◆ Final Geotechnical Engineering Report: The report will be finalized after comments from the City and design team are received.

ASSUMPTIONS/CONDITIONS

The following assumptions were made as part of the development of this scope of work:

- All exploration locations will be within City of Everett's rights-of-way or private property for which rights of entry have been previously secured. All required permits will be provided by the City.
- Pavement coring will be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day for on-street work. Coring is estimated to be completed within 1 day.
- Glacial till soils are anticipated at the site, which is a NRCS type D soil; therefore, field testing to evaluate stormwater infiltration should not be required. No PITs or EPA falling head (percolation) tests will be completed as part of this scope of work.
- Glacial till soils are anticipated at the site, which would likely provide enough lateral capacity for use of WSDOT's standard luminaire foundation design and for shallow foundations or a gravel pad to support the proposed improvements.
- Traffic control such as flaggers, arrow boards, or other similar equipment will not be required. Work zones are anticipated to be located within parking stalls or landscape islands of the existing parking lot and can be delineated with traffic cones.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of pavement cores. Vacuum extraction at the pavement cores is not included.
- Coring locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.

- All field explorations conducted through the pavement will be patched with aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.
- One round of review of the Geotechnical and Pavement Engineering Report will be required.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

DELIVERABLES

- Geotechnical Subsurface Exploration Plan (PDF)
- Draft Preliminary Geotechnical Engineering Report (PDF)
- Preliminary Geotechnical Engineering Report (PDF)

Client Responsibilities

- Provide access to the site to perform site reconnaissance, utility locates, and pavement coring.
- Provide necessary permits and rights of entry at no cost to HWA

4. Conceptual Design

The extent of the conceptual design task to develop two to four transit center schematic site options, gain City and mall developer input and create one preferred site plan.

- ♦ Prepare two to four site options.
- ♦ Prepare one preferred site plan.

Site layout options will be sketched on aerial based GIS files. Formal CAD files will not be prepared until the 60% design phase.

5. Mall Coordination

Hold up to four (4) virtual meetings with the Mall Developer to gain transit center relocation and design consensus.

6. Restroom Building Coordination

Hold up to four (4) virtual meetings to review design needs and procurement of the project restroom building. Public Restroom Company seems to provide a modular design that addresses Everett Transit needs.

7. 60% Design

In addition to the design elements described in other tasks, the following work elements will occur during the 60% design phase:

Site Preparation

Identify work which must be conducted prior to beginning construction of the proposed facilities. This work generally includes elements like tree removal/protection, onsite infrastructure to be removed/ protected/ reused, pavement removal, and temporary security measures.

Erosion Control

Prepare erosion control design to minimize the discharge of sediment from the site. Erosion control measures will be designed in accordance with the current version of the Washington Department of Ecology's Stormwater Management Manual, Volume II.

Grading and Earthwork

Identify proposed finished grades throughout the site which provide both surface drainage and user comfort. Grading will be based on the recommendations of the geotechnical report and the Everett grading requirements. Finished grades will be identified by contours at 1' intervals with spot elevations given at critical locations to ensure that the design is adequately conveyed to a contractor.

Utility Plans

Water and sewer service connections will be provided to the comfort station. Water service for irrigation flows will also be provided. No additional water and sewer facilities are anticipated, including no fire suppression. Plans will show the layout of proposed services, as well as the location of underground utilities designed by other disciplines (such as electrical systems and video cameras) for cross checking.

Utility Coordination

Contact all utility purveyors within the vicinity of the project and share the design concept with them to determine if their facilities will be impacted and to what extent. Prepare a summary of the contacts to be provided to Everett Transit for documentation.

Paving

Identify surfacing and surface features. It is anticipated that the majority of the site will be constructed using concrete pavement. The paving plans will also identify surfacing materials for platforms and landscaping areas.

Signage, Striping, and Site Amenities

Identify striping, traffic signage, and site features necessary for the operation of the park and ride facility. Signage will be limited to standard signage available in the MUTCD or other sources, except for the site monument signs. Design of site identification signs, bus route flags and other transit specific signage will be provided by Everett Transit.

Survey Control and Horizontal Control Plan

Identify the locations and dimensions of proposed site features in a manner that allows the contractor to correctly locate the facilities. Location information will be a combination of coordinates, Station/Offset callouts and measured dimensions as best conveys the intent of the design. The Survey Control Plan will be prepared by an engineer based on previously completed site survey. It will not be a boundary survey or recordable survey document.

Opinion of Probable Construction Cost

Prepare an opinion of the probable construction cost for the project based on the 60% design plans. The opinion will capture all significant project costs to the extent known and provide sufficient contingency to gauge the final cost of the project.

Specifications

Specifications will be prepared in WSDOT/ APWA format for the project. The 60% specifications will address significant design elements but will leave some details for later completion. Bid forms will not be prepared at the 60% level.

Document Assembly

Assemble all deliverables from team members into a cohesive package for delivery to Everett Transit.

A maximum of twenty (20) civil plans will be prepared. Most plan sheets will be scaled at 1" = 20' for full size drawings (22" x 34") and 1" = 40' for half size drawings (11" x 17"). This scale allows the most efficient breakdown of the site while providing sufficient detail to convey the design intent. The anticipated plans are as follows:

- Cover (1 plan sheet)
- Legend and Abbreviations (1 plan sheet)
- Site Plan (1 plan sheet)
- Horizontal Control Plan (1 plan sheet)
- Survey Control Plan (1 plan sheet)
- Site Preparation and Erosion Control (1 plan sheet)
- Site Preparation and Erosion Control Details (1 sheet)
- Grading Plan (2 plan sheets)

- Grading Details and Sections (1 plan sheet)
- Drainage Plan (2 plan sheets)
- Drainage Details and Facility Plans (1 sheet)
- Utility Plan (1 plan sheet)
- Paving, Signage and Channelization Plan (2 plan sheets)
- Paving, Signage and Channelization Details (1 plan sheet)
- Restroom Building Utility Connection (1 plan sheet)
- Illumination Plans (2 plan sheets)

In addition, plans by other disciplines will be prepared at 60% as described herein.

Assumptions:

- The project configuration selected in conceptual plan development phase will not be substantially revised during the course of the design efforts.
- Design will be in accordance with City of Everett Development Standards.
- No additional water and sewer work will be required except for service lines as described herein. No utility main extensions will be provided.
- Specifications will be in WSDOT/APWA format.
- Everett Transit will provide boilerplate contract language to be included with the specifications.
- A project opinion of cost will be prepared in PACE standard format.
- There are no sensitive or contaminated areas on site.
- A maximum of twenty-two civil plan sheets will be prepared.
- Color rendering graphics will not be produced under this task.

Deliverables:

- 60% Plans (PDF)
- 60% Opinion of Cost (PDF)
- 60% Specifications (PDF)

8. Stormwater Analysis

The intent of this task is to prepare a draft and final stormwater analysis report.

Drainage Design

- Early on we will provide a conceptual design for the stormwater based on the site layout and the geotechnical engineering report (prepared by others)
- Provide onsite stormwater conveyance, flow control mitigation, water quality treatment facilities and LID design for the project site in accordance with agency requirements.

- The work will include a preliminary hydraulic report supporting the design at the 60% submittal and a final report at the 100% submittal.
- We are assuming that additional flow control measures will not be required because the increase from the existing site conditions to the proposed site conditions will be less than 0.15 cfs using 15-minute time steps and an approved continuous runoff model.
- We are anticipating that Modular Wetlands or an equivalent system will be used to meet the water quality requirements.
- We are assuming that a suitable stormwater discharge point exists on or adjacent to the site and no offsite stormwater conveyance improvements will be required by the project.

SWPPP Documentation

- At 90% PACE will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project site in compliance with Ecology Guidelines to supplement the Temporary Erosion and Sediment Control Plan (TESC).

9. Final Design

The Information to Bidders (ITB) will incorporate comments from the review of the 60% design documents and City permitting comments. This plan set may be utilized as an addendum or a conforming plan set depending upon when final permit comments come in from the City.

Work Elements:

In addition to the design elements described in other tasks, the following work elements will occur during the TIB design phase:

- Update plan set based on Everett Transit 60% design comments and City permitting review comments.
- Opinion of Probable Construction Cost

Prepare an opinion of the probable construction cost for the project based on the ITB design plans. The opinion will capture all significant project costs to the extent known, and provide sufficient contingency to gauge the final costs of the project.

- Specifications

Specifications will be prepared in WSDOT/APWA format for the project.

- Document Assembly

Assemble all deliverables from the team members into a cohesive package for delivery to Everett Transit.

- ♦ A maximum of twenty (20) civil plans will be prepared. Plan sheets will be scaled at 1" = 20' for full size drawings (22" x 34") and 1" = 40' for half size drawings (11"

x 17"). This scale allows the most efficient breakdown of the site while providing sufficient detail to convey the design intent. The anticipated plans are as follows:

- Cover (1 plan sheet)
- Legend and Abbreviations (1 plan sheet)
- Site Plan (1 plan sheet)
- Horizontal Control Plan (1 plan sheet)
- Survey Control Plan (1 plan sheet)
- Site Preparation and Erosion Control (1 plan sheet)
- Site Preparation and Erosion Control Details (1 sheet)
- Grading Plan (2 plan sheets)
- Grading Details and Sections (1 plan sheet)
- Drainage Plan (2 plan sheets)
- Drainage Details and Facility Plans (1 sheet)
- Utility Plan (1 plan sheet)
- Paving, Signage and Channelization Plan (2 plan sheets)
- Paving, Signage and Channelization Details (1 plan sheet)
- Restroom Building Utility Connection (1 plan sheet)
- Illumination Plans (2 plan sheets)

In addition, plans by other disciplines will be provided at ITB as described herein.

Assumptions:

- Major design changes as a result of City permit review are excluded from the Scope of Services.
- Comments on 60% plans will be provided to the Consultant in a consolidated, non-conflicting format. Either plan markups or tabulated comments are acceptable.
- The project configuration selected in 60% plan development phase will not be substantially revised during the course of the design efforts.
- Design will be in accordance with City of Everett Development Standards.
- The project configuration selected in conceptual plan development phase will not be substantially revised during the course of the design efforts.
- Design will be in accordance with City of Everett Development Standards.
- No additional water and sewer work will be required except for service lines as described herein. No utility main extensions will be provided.
- Specifications will be in WSDOT/APWA format.
- Everett Transit will provide boilerplate contract language to be included with the specifications.

- A project opinion of cost will be prepared in PACE standard format.
- There are no sensitive or contaminated areas on site.
- A maximum of twenty-two civil plan sheets will be prepared.
- Color rendering graphics will not be produced under this task.
- All reproduction costs will be billed directly to Everett Transit.

Deliverables:

- Responses to 60% comments
- ITB Plans (PDF)
- ITB Opinion of Probable Cost (PDF)
- ITB Specifications (PDF)

10. Illumination & Security System Design (TRANSPO)

Task 10.01 – Illumination Design

Transpo will participate in meetings and other coordination efforts with the Client, Everett Transit, and/or utility representatives, as necessary. The projected fee assumes one (1) remotely attended meeting and one (1) site visit will be required.

Transpo will prepare illumination plans, Electrical Special Provisions, and an engineer's opinion of probable costs for the relocated bus platform and bus loading/unloading zone within the Everett Mall Parking Lot. Illumination will be designed to meet current Everett Transit standards. Supporting light level calculations will also be prepared and submitted as required for Everett Transit plan approval. It is anticipated that the illumination plan set would include the following plan sheets:

- ♦ Illumination Plans at 1"=40' scale (1 sheet)
- ♦ Illumination Details (1 sheet)

Task 10.02—Security Camera System Design

Transpo will participate in meetings and other coordination efforts with the Client and Everett Transit, as necessary. The projected fee assumes two (2) remotely attended meetings will be required. It is anticipated that an initial meeting will be held to understand the existing system and needs of the relocated system. Topics may include camera coverage requirements, camera makes/models, power and communications requirements, network/storage/recording requirements, etc.

Transpo will prepare plans, Electrical Special Provisions, and an engineer's opinion of probable costs for relocating the existing security camera system (camera and recording equipment) to the new bus platform within the Everett Mall Parking Lot. It is anticipated that the security camera system plan set would include the following plan sheets:

- ♦ Security Camera System Plan at 1"=40' scale (1 sheet)
- ♦ Security Camera System Details (2 sheets)

Assumptions:

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the Client and their representatives.

Transpo assumes the following as the basis for this Scope of Services and Fee

- ◆ The Client and/or their representatives are responsible for all submittals to the reviewing agency.
- ◆ Others will prepare all civil-related plans not described in Exhibit A. This includes, but is not limited to, the design of curbs, sidewalks, paving, grading, utilities, drainage, structures, geotechnical design, and related work.
- ◆ One site visit will be needed to review existing lighting conditions and the existing security camera system. Representatives from Everett Transit will provide access to the security camera system during the site visit.
- ◆ The Everett Transit will provide types/models for luminaires.
- ◆ Transformer and/or electrical service connection design will be provided by the electrical utility provider, if needed.
- ◆ Temporary illumination design is not required.
- ◆ Special Provisions will be prepared in APWA/WSDOT format.
- ◆ Security camera design assumptions:
 - Everett Transit will provide types/models for security cameras, if needed.
 - Security cameras will be used for general surveillance purposes (i.e., detection and observation).
 - Camera coverage will be limited to on-site exterior spaces.
- ◆ Architectural design will be provided by others, if needed.
- ◆ The project site will be approximately 400-ft long by 150-ft wide

The Client shall provide the following information and/or services to Transpo:

1. Soils investigation and pit logs with respect to luminaire pole foundation design, if required.
2. Right-of-way acquisitions, easements, and/or legal descriptions, if required.
3. Electronic copies of the final roadway basemaps and plans, including existing and proposed features in an AutoCAD format. Topographic survey basemaps within the project limits shall include an as-built of existing features and proposed features including overhead and underground utilities, structures, ditches, roadway centerline with stationing, and right-of-way and easement boundaries.

Deliverables:

Submittals of the complete plan set, Special Provisions, and engineer's opinion of probable costs for the channelization and traffic signal improvements will be prepared to the 60-percent and final completion levels. Comments from the Client and Everett Transit will be reflected in each submittal. Two (2) submittals are included in this scope of work.

11. Permitting

SEPA Checklist

- Research and prepare the SEPA environmental checklist, if required.

Permitting

- PACE anticipates the following permits and will prepare the applications and materials for submittals:
 - ♦ A public works permit for site development
 - ♦ A building permit for the proposed restroom building
- The materials will be provided to the client for review and signature where needed.
- The final approved materials will be submitted to the City of Everett using the city's permitting portal.

12. Construction Bid Support

The ultimate goal of this task is to receive competitive bids that meet the project requirements, deliver value to stakeholders, and ultimately secure the contract for the facility's construction. PACE will assist with the public bid process, including attending pre-bid meetings and responding to design questions. We anticipate attending one public construction pre-bid meeting, answering questions through Requests for Information (RFIs), and revising drawings as needed.

Deliverables:

- ♦ RFI Response
- ♦ Revised Drawings
- ♦ Addendum Support
- ♦ Bid Analysis

13. Management Resource

Most projects, particularly fast paced projects experience change and need to analyze an unanticipated issue or make a design modification. The traditional supplemental process takes time and would have negative impacts on this project. PACE proposes a \$15,000 management reserve task that can only be accessed by the consultant when written direction to do so is issued by the City's Project Manager.

GENERAL ASSUMPTIONS

- City will secure all rights of entry
- 30% Civil Plans or Estimates will not be prepared
- Wetland delineations and buffer reviews are excluded from this Scope of Services
- Traffic analysis is excluded and will not be prepared
- Cultural resource investigation is excluded and will not be prepared
- All other permits and regulatory approvals not specifically identified in this Scope will be secured by others.
- Property encumbrance exhibit will be prepared by others (Mall Surveyor)
- If required, stormwater detention vault sizing and control structure will be specified. Structural vault design will be a deferred submittal that low bid contractor will be required to prepare.
- Existing transit center will be demolished/removed by others.
- Civil design and design support is limited to the area at Everett Mall, depicted by the graphics presented under the project understanding. Off-site improvements outside of that view are excluded.
- Construction management and inspection services are excluded at this time and have not been budgeted for.
- Standard Everett Transit shelters will be incorporated into the project. Shelter design is excluded from this project.
- City to provide title reports to the consultant.
- Utilities are readily available, located within 100 LF of the site.

PROJECT SCHEDULE

The project will be fully designed in four months from notice to proceed, with the assumption that timely revisions and decisions will be made by the City. Everett Transit is responsible for coordinating other City Department reviews of plans and permit applications.

OWNER PROVIDED MATERIAL

- Site Right-of-Entry
- Standard Bus Shelter Plans & Specifications
- Transit Bay Flag Plan & Specifications

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

Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.
Project Estimates should consider escalation for projects extending over one calendar year.

Select this column to add more

Rev. 12/15/2023

STANDARD

Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024

Project Name: **Everett Mall Bus Platform** Location: **Everett, WA**
Project #: **P24-046** Billing Group #: Task #:

Darrell Smith
3/8/2024

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate Staff Name		Labor Code	Labor Hours by Classification																
			1	10	14	5	33	15	16	74	70	40	43	58	113	92			
			\$288	\$272	\$209	\$222	\$194	\$194	\$166	\$166	\$194	\$252	\$222	\$252	\$166	\$120			
		Darrell	Tyler	Tara	Brian Way	Eilean	Cathy	Jared	Aaron J	Ben M									
Job Title	Sr. Principal Engineer	Principal Engineer	Project Engineer	Sr. Landscape Architect	Sr. Planner	Engineering Staff IV	Engineering Staff II	CAD Tech III	CAD Manager	Sr. Principal Surveyor	Survey Project Manager	Two-Person Crew	Survey Tech V	Sr. Office Tech		Hour Total	Dollar Total		
Drawing/Task Title																			
Project Management		32	8	2	4		2	2						12		62.0	\$14,858.00		
Survey		2								4	4	8	8			26.0	\$5,816.00		
Geotechnical (HWA)		2							2							4.0	\$908.00		
Conceptual Design		24		8	8				40					2		82.0	\$17,240.00		
Mall Coordination		8														8.0	\$2,304.00		
Restroom Coordination		1	2				8									11.0	\$2,384.00		
60% Design		16	24	24	16		32	60	144	4				20		340.0	\$62,952.00		
Stormwater Analysis		2	4	40					4							50.0	\$10,688.00		
Final Design		12	24	20	12		32	60	124	4				20		308.0	\$56,756.00		
Illumination & Security System Design		4							4							8.0	\$1,816.00		
Permitting		2	4	4		34	6									50.0	\$10,260.00		
Bid Support		8						8	8					2		26.0	\$5,200.00		
Management Resource		4	30				12		20							66.0	\$14,960.00		
Hours Total		117.0	96.0	98.0	40.0	34.0	92.0	130.0	346.0	8.0	4.0	4.0	8.0	8.0	56.0	1041.0			
Labor Total		\$33,696	\$26,112	\$20,482	\$8,880	\$6,596	\$17,848	\$21,580	\$57,436	\$1,552	\$1,008	\$888	\$2,016	\$1,328	\$6,720		\$206,142.00		

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Project Administration (enter estimated months)	\$60.00	9	\$540.00
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem	\$0.66	400	\$262.00
Miscellaneous			
Total			\$802.00

Subconsultants	
Utility Locate	\$500
Illumination (Transpo)	\$25,000
Geotechnical Engineer (HWA)	\$22,855
Subconsultant Subtotal	48,355.00
Markup	15%
Total	\$55,608.25

PACE Billed Labor Total	\$206,142.00
Reimbursable Expenses	\$802.00
Subconsultants	\$55,608.25
Total Project Budget	\$262,552.25












Everett Mall Bus Station Platform_rev.SD

Final Audit Report

2024-04-01

Created:	2024-03-29
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkzxIMhmcHrpOQ6HF6FgPLwoRA_8xsFIA

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