



## 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).

<b>BASIC PROVISIONS</b>	
<b>Service Provider</b>	Brown & Caldwell
	701 Pike St. Suite 1300 Seattle, WA 982101
	epalmer@brwncald.com, dyan@brwncald.com
<b>City Project Manager</b>	Jeff Marrs
	City of Everett – Public Works 3200 Cedar Everett, WA 98201
	jmarrs@everettwa.gov
<b>Brief Summary of Scope of Work</b>	WFP eO&M SharePoint Site & AM/Maintenance Program Support
<b>Completion Date</b>	December 31, 2025
<b>Maximum Compensation Amount</b>	\$230,774.76

<b>BASIC PROVISIONS</b>	
<b>Service Provider Insurance Contact Information</b>	Jillian Loges
	816-960-9492
	jloges@lockton.com
<b>State Retirement Systems (must answer both questions)</b>	<p>Does Service Provider have 25 or more employees?</p> <p style="text-align: center;"><b>Answer: Yes</b></p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="text-align: center;"><b>Answer: N/A - Service Provider has 25 or more employees</b></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>
<b>Additional Provisions</b>	<p>The attached General Provisions are amended as follows:</p> <p>The following is inserted after the first sentence of <u>Section 2</u>: “Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City.”</p> <p><u>Section 4.E</u> is amended to read as follows: “If Service Provider fails or refuses to correct its work when so directed by the City, and when such work is, in the reasonable determination of the City, not in accordance with this Agreement, 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.”</p> <p>In the first sentence of <u>Section 10</u>, the word “conduct” is replaced with “willful misconduct.”</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**

**BROWN AND CALDWELL**



\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: Ruth Hollingsworth

Name of Signer: Vicky Hollingsworth

Signer's Email Address: [vhollingsworth@brwncald.com](mailto:vhollingsworth@brwncald.com)

Title of Signer: Director

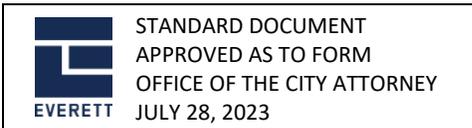
04/16/2024

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.071423.1)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any 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

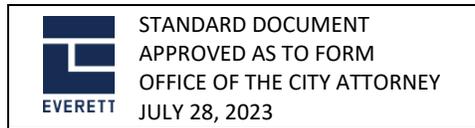
notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations 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)**

## City of Everett – WFP eOM and AM/Maintenance Program Support

### Project Understanding

The City of Everett (City) maintains and operates a Water Filtration Plant (WFP) and a Water Pollution Control Facility (WPCF). In 2016 an electronic Operations and Maintenance (eOM) SharePoint site was created for the WPCF. In the proceeding years, the WPCF plant staff have actively maintained and frequently use the WPCF SharePoint site. The WFP does not have an equivalent eOM SharePoint site; O&M documentation is maintained in traditional digital file folders. The City has asked Brown and Caldwell (BC) to assist in the creation and development of the WFP eOM SharePoint site so both facilities have similar O&M documentation accessibility, management, and training capability.

In 2021, BC reviewed the WFP’s existing O&M documentation and standard operating procedures (SOPs) to identify gaps in the existing O&M information and develop recommendations for O&M improvements and updates. In addition, this work included reviewing Washington State Department of Health (DOH) guidelines for O&M manuals (DOH Publication 331-647) to identify regulatory deficiencies in the current O&M documentation. BC focused this effort on reviewing operations O&M information and did not review water quality, laboratory, or maintenance SOPs. Following the review of the existing O&M information, BC developed recommended updates related to missing SOPs, creating consistency across new and existing technical information, updating the format and presentation of the O&M information, and changes needed to meet current DOH recommendations for water treatment plant SOPs. During the development of the WFP eOM SharePoint site, BC will be incorporating O&M documentation into the site. As the documentation is reviewed, it will present the opportunity to update the 2021 Gap Assessment. BC will identify remaining gaps and determine level of effort and necessary actions to address them.

Finally, the City identified the need to evaluate how data collection is used to inform asset management and maintenance decision making. BC will conduct a review of the current approach coupled with visioning for the desired future approach to data-informed asset management and maintenance decision making. Based these two points, BC will develop a gap assessment and proposed roadmap that aligns with best practices and outlines actions and timing to arrive at the desired future state.

### Scope of Work Summary and Work Breakdown Structure

The scope of work for the Project includes 4 Phases and 9 Tasks, which are identified in the following table.

WFP eOM and AM/Maintenance Program Support Phases and Tasks			
Phase No.	Phase Name	Task No.	Task Name
Phase 100	Project Management	-	-
Phase 200	WFP eOM SharePoint	Task 201	Review Existing WPCF eOM Structure
		Task 202	Configure WFP eOM Platform

WFP eOM and AM/Maintenance Program Support Phases and Tasks			
		Task 203	Content Ingestion Support and Quality Control
		Task 204	Final Testing, Training, and Closeout Documentation
Phase 300	WFP eOM Gap Assessment	Task 301	WFP O&M Gap Assessment
		Task 302	WFP O&M Content Development [Future]
Phase 400	Data-informed Asset Management and Maintenance Decision-Making	Task 401	Current State Evaluation
		Task 402	Future State Visioning
		Task 403	Gap Analysis and Roadmap

## Scope Task Descriptions

The task descriptions below include an objective statement, activities/approach, task assumptions, meetings, and work products including which service or item will be provided by BC and Everett staff to complete the task.

Scope assumptions applicable to the overall project are included below.

### Project-level Assumptions:

- All deliverables will be delivered in electronic format.
- The City’s project manager (PM) will coordinate locations and Everett staff attendance and participation for project meetings and workshops.
- City PM will provide timely, consolidated staff review comments on draft work products.
- The City PM will identify a City project representative who will work closely with BC throughout the project as noted herein. This representative will assist with document collection and discussions so that BC can better understand how the provided data should be interpreted.
- The City will be responsible for provisioning the new WFP eOM SharePoint site in a Microsoft tenant managed by the City and providing access with appropriate permissions to BC staff in the Contributor role.
- BC will migrate the City’s existing content and not develop new content.

### Phase 100 – Project Management

Phase 100 includes providing management, direction, coordination, and control of all project work, and associated management of project scope, schedule, budget, technical quality, and monthly progress reports and invoices.

**Activities/Approach:** This task includes the following activities:

- Develop and maintain a Project Management Plan (PMP), including project scope, budget and schedule, a preliminary project risk register, templates of logs for tracking action items, issues, and decisions, and a project change request template.
- Conduct a project kickoff meeting, including key consultant staff and Everett staff.

- Supervise project staff and manage team budget and schedule.
- Prepare monthly project status reports. Progress reports will identify budget status, progress status, and activities covered with a monthly invoice.
- Conduct bi-weekly calls with the City's PM to review project status, schedule, preliminary project findings and workshop materials, and any project issues.

#### **Everett Responsibilities**

- Participate in the Project Kickoff Meeting.
- Review monthly status reports and supporting project documentation for invoice and payment approval.

#### **Task Assumptions**

- The Kickoff Meeting will be scheduled for 1 hour and be attended by 6 BC Team members. Kickoff Meeting will occur virtually.
- PM meetings will be by phone and will occur bi-weekly with a duration of approximately 30 minutes.

#### **Meetings**

- Project Kickoff Meeting
- Biweekly PM calls for duration of Project

#### **Work Products**

- Monthly progress reports and invoices
- Project kick-off meeting agenda and meeting minutes

### **Phase 200 – WFP eOM SharePoint**

Phase 200 includes all work to develop the WFP eOM SharePoint.

#### **Task 201 – Review Existing WPCF eOM Structure**

**Objective:** Review the content organization, structure, and relationship details of WPCF eOM SharePoint.

**Activities/Approach:** This task includes the following activities:

- Detailed review of WPCF SharePoint site.
- Conduct a WPCF eOM SharePoint review meeting with the City team to review:
  - Navigation hierarchy and user interface layout
  - Data relationships and file storage organization approach
  - User access and permissions

#### **Task Assumptions**

- WPCF eOM SharePoint review meeting will be scheduled for 2 hours and be attended by up to 3 BC Team members. The meeting will be virtual.
- BC will have access to the WPCF SharePoint site.

### Everett Responsibilities

- Provide access to SharePoint site.

### Work Products

- Meeting agendas, presentation materials, and meeting notes

### Task 202 – Configure WFP eOM Platform

**Objective:** Develop WFP eOM SharePoint structure and content migration approach. Setup baseline eOM SharePoint platform.

**Activities/Approach:** This task includes the following activities:

- Develop a SharePoint architecture that provides structured content migration and population.
- Facilitate workshop with City staff to review:
  - Information cataloging
  - Reporting, including remaining, completed, and quality fields
- Develop a draft eOM SharePoint Structure and Content Migration Plan that summarizes feedback from the workshop, outlines the SharePoint structure, and summarizes the tasks to be completed, content prioritization, and work assignments for content migration execution. After City comments are received, finalize the Plan.
- Conduct coordination meeting(s) with the City to coordinate configuration of the SharePoint site.
- Configure and implement eOM SharePoint site and content migration.

### Task Assumptions

- SharePoint Structure and Content Migration Approach Workshop will be scheduled for 2 hours and be attended by up to 3 BC Team members. The workshop will be virtual.
- Up to three (3) coordination meetings will be scheduled for 1 hour and be attended by up to 2 BC Team members. The meeting will be virtual.

### Everett Responsibilities

- Participate in workshop
- Review and comment on eOM SharePoint Structure and Content Migration Plan

### Meetings

- SharePoint Structure and Content Migration Approach Workshop

### Work Products

- Workshop facilitation including agenda and meeting minutes, draft and final
- SharePoint Structure and Content Migration Plan, draft and final
- Implementation and configuration of WFP eOM SharePoint site

### Task 203 – Content Ingestion Support and Quality Control

**Objective:** Manage the content ingestion and provide quality control and oversight of the data and information population.

**Activities/Approach:** At major progression milestones, provide review and feedback on:

- Quality and content application focused on the usability, applicability, and completeness to provide effective O&M support of the users.
- Accurate and correct population and transfer to the eOM platform.

### Everett Responsibilities

- Sharepoint site styling and branding

### Meetings

- Coordination calls, as needed

### Work Products

- Summary comments on review stages

### Task 204 – Final Testing, Training, and Closeout Documentation

**Objective:** Perform final acceptance testing, facilitate user training, and develop closeout documentation.

**Activities/Approach:** This task includes the following activities:

- Perform final testing and review content migration into the eOM SharePoint. Perform user and function testing of each of the core features and navigation. Document all testing actions and results in a testing log.
- Facilitate training sessions on eOM SharePoint:
  - Training session on user access, navigation, and organization structure of information.
  - Training session on administration, platform maintenance, and editing procedures.
- Document the final eOM SharePoint administration, setup, and editing procedures.

### Task Assumptions

- Training sessions will be scheduled for 1 hour and be attended by up to 3 BC Team members. The training sessions will be virtual.

### Everett Responsibilities

- Participate in training sessions

### Meetings

- Training sessions

### Work Products

- User Acceptance Testing log
- Training agendas, materials, and recordings of training sessions
- Final eOM SharePoint administration memorandum

## Phase 300 – O&M Gap Assessment

Phase 300 includes an updated WFP O&M information Gap Assessment.

### Task 301 – WFP O&M Gap Assessment

**Objective:** Update 2021 O&M Manual Support TM and develop action plan to cover gaps.

**Activities/Approach:** This task includes the following activities:

- Update BC's 2021 O&M Manual Support TM (submitted as part of the WFP Facility Plan) based on recent O&M and SOP document updates. As part of the update, identify documents requiring formatting into the City's standard format.

- Conduct meeting to review identified O&M document gap findings and confirm alignment on O&M documents to be developed or updated.
- Prepare level of effort to close O&M information gaps and format O&M documents.
- Conduct meeting to review level of effort to close O&M information gaps and format O&M documents. Identify owners between the City and BC to complete O&M information development and formatting.
- Draft brief WFP O&M Information Action Plan detailing work to be completed, timing, and owners.
- Based on BC actions items identified in the O&M Information Action Plan, prepare amendment to complete BC action items.

#### **Task Assumptions**

- O&M Gap Assessment and Information Action Plan Meetings will be scheduled for up to 2 hours and be attended by up to 3 BC Team members. The meetings will be virtual.
- Task 301 will be completed in conjunction with Task 201/202, which may discover additional O&M information needs.
- Task 301 will not include any document development. All document development will be completed as part of an amendment.

#### **Everett Responsibilities**

- Provide updated SOP and O&M improvements.

#### **Meetings**

- WFP O&M Gap Assessment Meeting
- WFP O&M Information Action Plan Meeting

#### **Work Products**

- Updated WFP O&M Gap Assessment
- Workshop facilitation including agenda and meeting minutes, draft and final
- WFP O&M Information Action Plan
- WFP O&M Content Development Amendment

#### **Task 302 – WFP O&M Content Development [Future]**

**Objective:** Develop WFP O&M content identified in Task 301 Gap Assessment.

*Task 302 scope of work to be developed as part of Task 301.*

### **Phase 400 – Data-informed Asset Management and Maintenance Decision-Making**

Phase 400 includes an assessment of the City's current data-informed asset management and maintenance decision-making state and a roadmap to achieve desired future state.

#### **Task 401 – Current State Assessment**

**Objective:** Assess current state of data-informed asset management and maintenance decision-making.

**Activities/Approach:** This task includes the following activities:

- Review background information on current asset management and maintenance program approach. Background information may include, but is not limited to:
  - Asset management and maintenance program documentation
  - Work order history and practices
  - Asset hierarchy and naming convention
  - Asset inventory
- Conduct interviews to discuss current asset management and maintenance program approach, practices, and constraints. Organizational perspectives to be represented include asset manager, operations, maintenance, and leadership.
- Create and distribute asset management and maintenance maturity self-assessment.
- Review and process results of asset management and maintenance maturity self-assessment to inform roadmap recommendations.
- Conduct workshop reviewing background information, interview findings, and self-assessment results to confirm understanding of current state.

#### **Everett Responsibilities**

- Fill out asset management and maintenance maturity self-assessment.
- Participate in interviews and workshop.

#### **Task Assumptions**

- Interviews will be scheduled for 1 hour and be attended by up to 2 BC Team members. The interviews will be virtual.
- Current State Workshop will be scheduled for 2 hours and be attended by up to 3 BC Team members. The workshop will be virtual.

#### **Meetings**

- Interviews
- Current State Workshop

#### **Work Products**

- Self-assessment questionnaire
- Interview questions
- Workshop facilitation including agenda and meeting minutes, draft and final

#### **Task 402 – Future State Visioning**

**Objective:** Define future data-informed asset management and maintenance decision-making state.

**Activities/Approach:** This task includes the following activities:

- Conduct interviews to define asset management and maintenance program goals and priorities. Discussion of future state will occur during the same interviews described in Task 401 for efficiency.
- Conduct workshop to review interview findings pertaining to goals and priorities and confirm understanding of envisioned future state. Workshop will also review preliminary recommendations to achieve future state.

- Prepare Asset Management and Maintenance Program Charter reflecting goals and priorities discussed and agreed upon during the workshop.

#### **Everett Responsibilities**

- Participate in interviews (as part of Task 401) and workshop.

#### **Task Assumptions**

- Interviews will be scheduled for 1 hour and be attended by up to 2 BC Team members. The interviews will be virtual.
- Future State Workshop will be scheduled for 2 hours and be attended by up to 3 BC Team members. The workshop will be in-person.

#### **Meetings**

- Interviews (as part of Task 401)
- Future State Workshop

#### **Work Products**

- Interview questions (provided as part of Task 401)
- Workshop facilitation including agenda and meeting minutes, draft and final
- Asset Management and Maintenance Program Charter

### **Task 403 – Gap Analysis and Roadmap**

**Objective:** Prepare implementation strategy to achieve desired future state.

**Activities/Approach:** This task includes the following activities:

- Prepare a gap analysis based on current state assessment (Task 401) and future state vision (Task 402). The gap analysis will identify needed actions to achieve the City's desired data-informed asset management and maintenance decision-making state.
- Prepare roadmap to implement best practices and bridge identified gaps detailing level of effort, phasing, initiative dependencies, and proposed timeline.
- Conduct workshop to review gap analysis findings and proposed implementation strategy.
- Draft a Gap Analysis and Roadmap TM documenting outcomes of gap analysis and implementation strategy. As part of the TM BC will identify opportunities for quick wins and prioritized incremental progress which may include a pilot project to test the desired practices, gather lessons learned, and enable broader application to AM/maintenance program.
- Finalize TM based on City comments of draft TM.

#### **Everett Responsibilities**

- Participate in interviews and workshop.

#### **Task Assumptions**

- Gap Analysis and Roadmap Workshop will be scheduled for 2 hours and be attended by up to 3 BC Team members. The workshop will be in-person.

#### **Meetings**

- Gap Analysis and Roadmap Workshop

**Work Products**

- Workshop facilitation including agenda and meeting minutes, draft and final
- Gap Analysis and Roadmap TM, draft and final

**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.

<b>Name</b>	<b>Title</b>	<b>Rate</b>
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.

<b>Task</b>	<b>Amount Paid on Task Completion</b>
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.

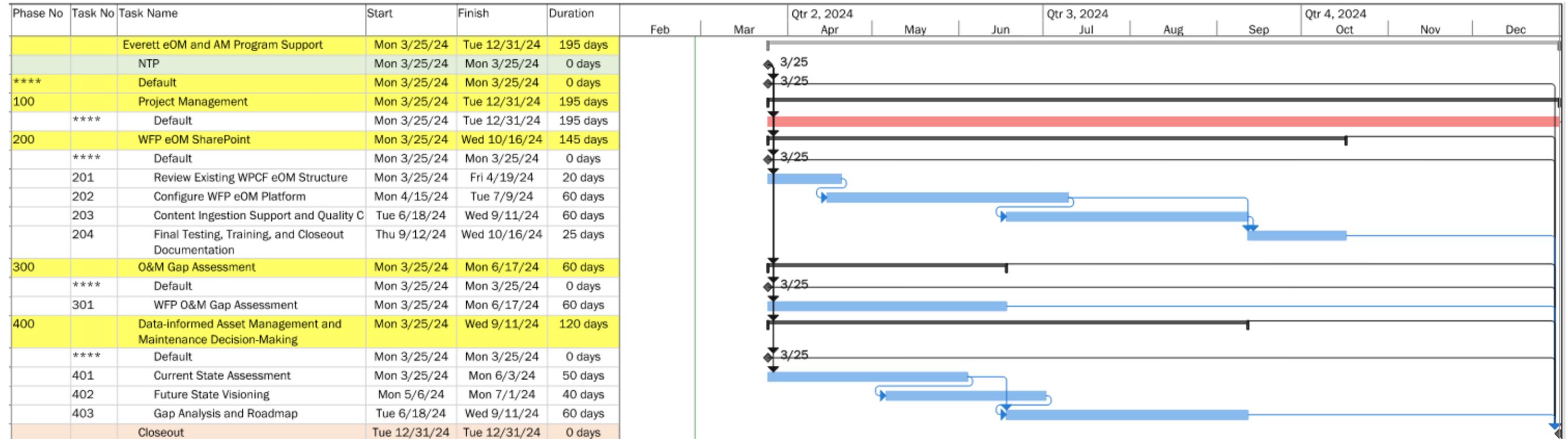
**LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

**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.

### Schedule

The project NTP is anticipated March 25<sup>th</sup>, 2024, and will be completed within the calendar year.



### Budget

The estimated budget for this effort is \$230,774.76. The assumptions for the labor hours and staff are provided in the table below.

Phase	Task	Description	Name																Hours Total	Labor Total	Expense	Total
			Damon Roth	Emily Palmer	Diane Yan	Joanna Wilson	Kirk Olds	Lynn Stephens	Lance Salerno	Mike Simms	Savannah Wujastyk	Mia Vijandereran	Chris Somerlot	David Hardy	Laurie Sullivan	Lee Lambert	Liz Minyard	Wendy Pare				
			Project Manager	Co-Project Manager / Engineer	PA	Billing	Technical Advisor	Technical Advisor	Technical Advisor	eOM Lead	Project Engineer	Project Engineer	eOM QAQC	Treatment O&M SME	Treatment O&M SME	AM and Maintenance Lead	Maintenance SME	Tech Editing				
100	100	Project Management	\$278	\$197	\$110	\$114	\$360	\$301	\$348	\$193	\$114	\$159	\$237	\$276	\$358	\$279	\$330	\$135	134	\$25,681.72	\$	\$ 25,681.72
	201	Review Existing WPCF eOM Structure	40	30	40	16		8					4						46	\$9,074.06	\$	\$ 9,074.06
	202	Configure WFP eOM Platform	8	4				4		28	40	40	8					4	136	\$23,004.52	\$	\$ 23,004.52
	203	Content Ingestion Support and Quality Control	8					4		24	12	12	6	4					70	\$13,880.20	\$	\$ 13,880.20
	204	Final Testing, Training, and Closeout Documentation	8					4		30	30	30	6					4	112	\$19,394.82	\$	\$ 19,394.82
	301	WFP O&M Gap Assessment	8	8				20	4		12	12		20	4	2		4	94	\$22,561.56	\$	\$ 22,561.56
	302	WFP O&M Content Development [Future]																				
	401	Current State Assessment	8	24			16	6	2		48	48				36	8		196	\$41,021.04	\$	\$ 41,021.04
	402	Future State Visioning	8	16			16	4	2		12	12				16	4		90	\$22,103.14	\$2,500.00	\$ 24,603.14
	403	Gap Analysis and Roadmap	8	16			24	4	2		60	60				40	12	12	238	\$49,053.70	\$2,500.00	\$ 51,553.70
<b>Grand Total</b>			<b>108</b>	<b>102</b>	<b>40</b>	<b>16</b>	<b>56</b>	<b>60</b>	<b>10</b>	<b>94</b>	<b>222</b>	<b>222</b>	<b>24</b>	<b>24</b>	<b>4</b>	<b>94</b>	<b>24</b>	<b>24</b>	<b>1,124</b>	<b>\$225,774.76</b>	<b>\$5,000.00</b>	<b>\$230,774.76</b>

# B&C-WFP eOM-PSA-JM-SD

Final Audit Report

2024-04-16

Created:	2024-04-16
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAwwVFXmc_1R1T8VTMjJhImtwMisR6XqyP

## "B&C-WFP eOM-PSA-JM-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-04-16 - 3:54:13 PM GMT
-  Document emailed to Jeffrey Marris (JMarris@everettwa.gov) for approval  
2024-04-16 - 3:54:44 PM GMT
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-  Document approved by Jeffrey Marris (JMarris@everettwa.gov)  
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-  Document emailed to vhollingsworth@brwncaid.com for signature  
2024-04-16 - 4:12:42 PM GMT
-  Email viewed by vhollingsworth@brwncaid.com  
2024-04-16 - 4:39:34 PM GMT
-  Signer vhollingsworth@brwncaid.com entered name at signing as Ruth Hollingsworth  
2024-04-16 - 5:08:45 PM GMT
-  Document e-signed by Ruth Hollingsworth (vhollingsworth@brwncaid.com)  
Signature Date: 2024-04-16 - 5:08:47 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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 Agreement completed.

2024-04-16 - 6:22:06 PM GMT