

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of last 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
	Krazan & Associates, Inc.
Service Provider	4303 198th Street SW
Service Provider	Lynnwood, WA 98036
	Michael Rundquist (MichaelRundquist@krazan.com)
	Candice Au-Yeung
	City of Everett – Public Works
City Project Manager	3200 Cedar Street
	Everett, WA 98201
	cauyeung@everettwa.gov
Brief Summary of Scope of Work	Geotechnical exploration and engineering for Water Main Replacement "X"
Completion Date	December 31, 2024
Maximum Compensation Amount	\$27,751.30

	BASIC PROVISIONS
	Larissa Jarvis
Service Provider Insurance Contact Information	425-485-5519
Information	LarissaJarvis@krazan.com
	Does Service Provider have 25 or more employees?
	Answer: Yes
	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?
State Retirement Systems (must	Answer: N/A - Service Provider has 25 or more employees
answer both questions)	"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).
	"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.

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	EV	ERI	ET'	I
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Krazan & Associates, Inc.

B	Michael O. Rundquist Signature:
Cassie Franklin, Mayor	None of Cignory Michael D. Downdowist
	Name of Signer: Michael D. Rundquist
	Signer's Email Address: MichaelRundquist@krazan.com
04/17/2024	Title of Signer: Sr. Project Manager
Date	
ATTEST	
Marign	
Office of the City Clerk	

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT JULY 28, 2023

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. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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. <u>Time of Beginning and Completion of Performance</u>. 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. <u>Submission of Reports and Other Documents</u>. 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. <u>Changes</u>. 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. <u>Subletting/Assignment of Contracts</u>. 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 obligations 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. <u>Workers' Compensation Insurance</u> as required by Washington law and <u>Employer's Liability Insurance</u> 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. <u>Commercial General Liability (CGL) Insurance</u> 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. <u>Business Automobile Liability Insurance</u> 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. <u>Professional Errors and Omissions Insurance</u> 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 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. <u>Risk of Loss</u>. 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. <u>Audits and Inspections</u>. 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. <u>City of Everett Business License</u>. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
- 17. <u>State of Washington Requirements</u>. 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. <u>Compliance with Federal, State and Local Laws</u>. 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. <u>Compliance with the Washington State Public Records Act.</u> 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. <u>Compliance with Grant/Loan Terms and Conditions.</u> 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. <u>Equal Employment Opportunity</u>. 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. <u>Waiver</u>. 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. <u>Complete Agreement</u>. 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. <u>Modification of Agreement.</u> 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. <u>Severability</u>. 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. <u>City Marks</u>. 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. <u>Signature/Counterparts</u>. 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)

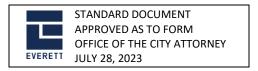


EXHIBIT A PROFESSIONAL SERVICES AGREEMENT (SCOPE OF WORK -- ATTACHED)



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING CONSTRUCTION TESTING & INSPECTION

March 22, 2024 Proposal No. G24295WAL Revised April 2, 2024 Page 1

City of Everett 3200 Cedar Street Everett, WA 98201

Attn: Ms. Candice Au-Yeung, PE

Reference: Proposal for Geotechnical Engineering Investigation

UP No. 3800, Watermain Replacement "X"

Rockefeller Ave, Oakes Ave, Lombard Ave, Colby Ave and 13th St

Everett, WA

Dear Ms. Au-Yeung:

We are pleased to present our scope of work and cost estimate to conduct a geotechnical engineering investigation for the Watermain Replacement "X" project. This proposal has been developed based on the information that was provided in your email dated March 7, 2024. The email included a Geotechnical Engineering Scope of Work (Exhibit A-1) and maps showing the approximate alignments of the planned water main replacements. We also based this proposal on a review of available topographic and geologic maps of the site areas, aerial photographs of the site areas, as well as experience with projects of similar size and scope. Exhibit A-1 also included descriptions of the planned water main replacements as summarized in the following table:

Road	From	То	Replacement Pipe
Rockefeller Avenue	16 th Street	14 th Street	8-inch Ductile Iron & Services
Oakes Avenue	14 th Street	12 th Street	8-inch & 12-inch Ductile Iron
Lombard Avenue	16 th Street	13 th Street	8-inch & 12-inch Ductile Iron & Services
Colby Avenue	12 th Street	10 th Street	8-inch Ductile Iron & Services
13 th Street	Oakes Avenue	Wetmore Avenue	12-inch Ductile Iron & Services

It is our current understanding that the new water main will include approximately 3,800 lineal feet of 8-inch diameter, and 1,475 lineal feet of 12-inch diameter ductile iron water pipe. The 8-inch water main has a specified minimum cover of 36 inches, and the 12-inch water main has a specified minimum cover of 48 inches. The project will also include removal or abandonment of valves, fire hydrants, water service lines and installation of new water meter boxes and setters, related appurtenances and surface restoration. The water main lines will be located within City of Everett Right-Of-Way (ROW) and easements.

SCOPE OF SERVICES

Our geotechnical services will be performed in general accordance with the scope of services as presented in Exhibit A-1. Below is a summary of the services to be provided:

1. Review Previous Geologic and Subsurface Information

A. Review available subsurface information, existing construction data and other available geotechnical reports for the site vicinity.

2. Plan the Exploration Program and Obtain Permits

A. Exploration Program:

- i. The water main alignments are in areas mapped as glacially compacted soils. We plan to explore the site with approximately twelve (12) geotechnical borings to depths of 6 to 9 feet below the road surface:
 - 1. Two (2) borings are planned in Rockefeller Avenue with spacing of 400 to 500 feet along the proposed alignment;
 - **2.** One (1) boring is planned in Oakes Avenue between 13th Street and 14th Street:
 - **3.** Three (3) borings are planned in Lombard Avenue with a spacing of 400 to 500 feet along the proposed alignment;
 - **4.** Two (2) borings are planned in Colby Avenue with a spacing of 400 to 500 feet along the proposed alignment;
 - **5.** Three (3) borings are planned in 13th Street with a spacing of 400 to 500 feet along the proposed alignment;
 - **6.** One (1) boring is planned in an alternate route proposed in the alley between 12th and 13th Streets, west of Lombard Avenue.
- **ii.** The borings will generally be located within the paved surface to allow measurement and documentation of the pavement type and thickness. The boring locations have been chosen to minimize interference with traffic flow at the intersections and to provide representative samples of the subsurface conditions. The borings will likely extend to depths of approximately 6 to 9 feet below the pavement surface depending on soil conditions.
- **B. Submittals:** We understand that the City Traffic Engineering Group will provide standard traffic control plans, which will be submitted along with the boring locations to the City of Everett for review for right-of-way permit applications. Our traffic control subcontractor will provide and post no parking signage with a minimum of 48 hours of notice prior to drilling.

3. Field Exploration and Laboratory Testing

A. Site Visit to Clear Boring Locations: We will plan a visit to the project site prior to the explorations to mark the proposed soil boring locations for the underground utility locates. The public utility locate service will then be notified of our planned explorations. We also plan to subcontract a private utility locate company to evaluate whether there are subsurface utilities near the soil boring locations. After the boring locations are cleared, Krazan would be available to coordinate with the City's Survey Consultant to allow the boring locations to be surveyed prior to the completion of the surveyor's field work.

B. Field Exploration: We plan to conduct twelve (12) soil borings at the Water Main Replacement "X" project locations using a subcontracted drill rig to investigate the subsurface soil and groundwater conditions. Soil samples will be obtained using the Standard Penetration Test (SPT) as described in ASTM Test Method D1586. An experienced engineer or geologist will visually classify soil samples obtained in the field, maintain logs of the soil borings and locate the borings on a site plan relative to the existing site features. The boring logs will include pavement types and thickness. Representative samples of the subsurface soils encountered in the geotechnical explorations will be collected and sealed in plastic bags for transport to our office laboratory. Soil cuttings will be collected and managed in accordance with WA DOE requirements.

Environmental services, such as chemical analysis of soil and groundwater for possible environmental contaminants, are not included in our scope of services for this project. Soil cuttings will be and managed in accordance with WA DOE requirements by our drilling subcontractor provided that they are not contaminated. We will notify the City immediately if indications of contamination are noted — e.g., odor or staining is noted in the soil cuttings. If necessary, a change order will be submitted for analytical testing and disposal

- **C. Laboratory Testing:** Samples of the materials encountered in the soil borings would be collected and transported to our laboratory for appropriate laboratory testing to determine the engineering characteristics of the on-site soils. The testing will include moisture content, particle size distribution, and consistency of cohesive soils. It is important to note that the actual testing schedule would be dependent on the type of soils encountered within the soil borings. As engineering analyses and laboratory testing proceeds, we may identify additional tests that may be appropriate for the project.
- **D.** The data from the soil borings and laboratory testing, along with our experience with similar projects, will allow us to evaluate the geotechnical engineering properties of the subsurface soils and provide geotechnical engineering design and construction recommendations for the project.

4. Provide Geotechnical Design Recommendations

- a) We will provide a geologic description of the site vicinity based on published information, and previous experience in the area. We will conduct the necessary engineering analyses utilizing the data acquired from the geotechnical explorations and subsequent laboratory testing to characterize the site soils, determine the presence and depth of groundwater and its potential impact on the proposed construction and prepare earthwork recommendations.
- b) We will provide recommendations for earthwork and site preparation including suitability of on-site soils for reuse in trench backfill, placement and compaction of trench backfill, and mitigation of unsuitable soil conditions. An evaluation of the effects of weather and/or construction equipment on site soils will be included.
- c) In addition to the geotechnical engineering analyses, our report will include a section addressing the geologic setting of the site and associated geologic hazards. The report

will include the results of our field exploration and laboratory tests, and geotechnical conclusions and recommendations for the design and construction of the project. At a minimum, our report will provide the following information:

- Geotechnical parameters for trench shoring design including lateral pressures, and partial shoring considerations;
- Excavation and temporary slope considerations;
- Pipe support including bedding and backfilling, and discussion regarding any areas of inadequate pipe foundation conditions encountered in the explorations;
- Construction dewatering considerations including depth to groundwater observed during drilling and estimated permeability coefficients based on laboratory sieve analyses;
- The evaluation of soil corrosiveness will include laboratory testing for soil pH, chloride and sulfate content. Soil resistivity testing is not planned as part of this scope, but can be performed if needed, under a separate contract. The glacial soils anticipated in these project areas typically have a low potential for corrosion:
- Recommendations for seismic design considerations based on the 2021 IBC, including site coefficient and ground acceleration;
- Recommendations for erosion control during construction.

We plan to submit the geotechnical engineering report via email as a pdf file. Hard copies of the geotechnical report can be provided on request. The services will be performed in accordance with generally accepted standards of the geotechnical engineering profession. All reports will be signed and stamped by a State of Washington registered professional engineer.

5. Geotechnical Communications, Design Report and Meetings

A Statement of Qualifications and the resumes of key personnel are attached to this proposal. Our geotechnical engineer and geologist will be available to provide a summary of the subsurface conditions encountered in the explorations and answer questions after the field work is completed. During the construction phase of the project, our representative will be available, under a separate contract, to travel to the site on an asneeded basis to observe the soil conditions to confirm that they are consistent with the findings of our geotechnical evaluation. A separate cost estimate for construction monitoring can be given at a later date, at your request. Krazan would be available to coordinate with the City's survey consultant to allow time to locate the borings and establish ground elevations.

6. Project Milestones

The project schedule in Exhibits A-1 indicates the Notice to Proceed (NTP) will be available by April 15, 2024.

The fieldwork would commence as soon as possible upon receiving your authorization to proceed, upon obtaining utility clearances, and based on the availability of the subcontracted flaggers and drill rig. We will begin laboratory testing immediately upon completing the field exploration.

We intend to submit a Draft Report on or before May 15, 2024. We anticipate submitting our Final Geotechnical Engineering Report within one week of receiving review notes of the draft report from our client.

7. Prevailing Wages

Our cost estimate includes prevailing wages for drilling and traffic control operations.

COST ESTIMATE

We estimate the cost for conducting this geotechnical engineering study on a time and materials basis to be about \$27,751.30. A detailed breakdown of this cost estimate is attached to this proposal for your review. We have also included a copy of the WSDOT Acceptance FYE 2021 ICR letter for Krazan for your review.

In developing this cost estimate, we have assumed that adequate access will be available to the soil boring locations, and that permission to access the site will be provided by you. The estimated total cost is based on our being able to acquire sufficient information with the proposed field investigation methods. If unforeseen conditions are encountered and we are not able to complete the study at the proposed cost, we will contact you immediately to discuss a revised scope of work and a revised cost estimate.

We should be able to mobilize and begin our investigation as soon as practical, primarily based on the availability of the subcontracted drill rig, and assuming we have acceptable access to the property. Please arrange access to the site and inform us of the locations of any underground utilities.

CLOSURE

Thank you for this opportunity to present our proposal for geotechnical engineering services. If you have any questions, feel free to contact us at (425) 485-5519.

Sincerely,

Krazan & Associates, Inc.

Michael D. Rundquist, P.E. Senior Project Engineer

Attachment A: Estimated Budget

Exhibit G-1

Subconsultant Fee Determination - Summary Sheet (Mandatory when Subconsultants are utilized)

Project: City of Everett UP No. 3800 - Watermain Replacement "X"

Sub Consultant: Krazan and Associates, Inc. - Proposal No. G24295WAL

Direct Salary Cost (DSC):

Classi	fication_	Man Hours		<u>Rat</u>	<u>e</u>		<u>Cost</u>
Project Engineer		8	Х	\$61.	10	=	\$ 488.80
Project Manager		16	х	\$48.	14	=	\$ 770.24
Staff Professional (E	/G)	40	Х	\$42.9	96	=	\$ 1,718.40
				Total	DSC	=	\$ 2,977.44
Overhead (OH C	ost including Sala	ary Additives):					
	OH Rate x DSC of	140.04%	Х	\$	2,977.44	=	\$ 4,169.63
Fixed Fee (FF):							
	FF Rate x DSC of	30.00%	Х	\$	2,977.44	=	\$ 893.23
Reimbursables:	Itemized	Laboratory Services				=	\$ 3,221.00
		Traffic Control Flagg	ers &	Signage (cost + 5%)	=	\$ 3,150.00
		Drillers (cost + 5%)				=	\$ 10,500.00
		Private Utility Locate	(cost	: + 5%)		=	\$ 840.00
			Tota	l reimbursables		=	\$ 17,711.00
Subconsultants	Total:					=	\$ 8,040.30
Contingency						=	\$ 2,000.00
Grand Total							\$ 27,751.30
Prepared By:	Mike Rundquist, PE		Date:		3/21/2024		



Development Division Contract Services Office PO Box 47408 Olympia, WA 98504-7408 7345 Linderson Way SW Tumwater, WA 98501-6504

TTY: 1-800-833-6388 www.wsdot.wa.gov

June 1, 2023

Krazan & Associates, Inc. 215 West Dakota Avenue Clovis, CA 93612

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Jodi Ragsdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 140.04%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
Schatzie Harvey (Jun 2, 2023 06:37 PDT)

SCHATZIE HARVEY, CPA

Contract Services Manager

SH:BJO



Company Information



Krazan's Lynnwood Office

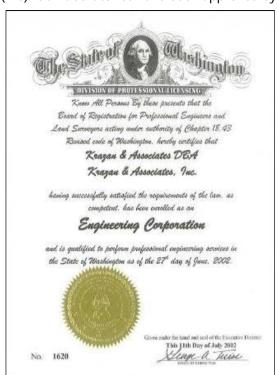
Krazan was founded in 1982 in Fresno, California, by Tom Krazan and Dean Alexander, both registered civil and geotechnical engineers with vast experience and knowledge in soils engineering. Krazan grew quickly and expanded to the Pacific Northwest in 1993. Since that time we have been continuously certified by the Washington Association of Building Officials (WABO) in all categories of special inspections, and American Association of State Highway and Transportation Officials (AASHTO) with in house geotechnical, environmental, and forensic engineering abilities.

Krazan provides Geotechnical Engineering, Environmental Engineering, Hazardous Material Surveys, Materials Testing & Special Inspection, and Forensic Investigation Services. Having all of these capabilities, we assist our clients by providing many of the services that may be rendered from the initial conceptual stages of a project, through post construction. Krazan's Washington State offices are fully certified by the Washington Association of Building Officials (WABO) and International Accreditation Services (IAS). Our laboratories have been approved by

Washington State Department of Transportation (WSDOT). Both internal and external audits ensure compliance with applicable test methods and standards, ensuring both laboratory and field personnel operate and perform within the guidelines of ASTM, ACI, and ICC.

Today, Krazan has over 50 employees in Washington State and 250 employees nationwide, as well as several additional contracted staff members. Krazan has seven offices in California and three offices in Washington, with numerous mobile laboratory trailers that are available to support remote projects. Krazan completes an average of 3,500 projects per year company-wide, with the Krazan Lynnwood office averaging 350 projects per year.

Krazan has local professional engineers, professional engineering geologists, HAZMAT and CESCL technicians, and certified special inspectors. In addition, our accredited and certified material testing laboratories are among the best in the Pacific Northwest.





Capabilities

GEOTECHNICAL ENGINEERING EXPERTISE

Krazan provides geotechnical exploration and analysis of soil, rock and groundwater conditions for site characterization. We also provide geologic hazard assessment services including evaluations of erosion potential, slope stability and potential seismic impacts. During construction, Krazan monitors site conditions and the implementation of the geotechnical engineering recommendations. Krazan works with the project team to solve problems as they arise and provide cost-effective recommendations based on the conditions encountered in the field.

- Subsurface Exploration
- Geologic Hazard Assessments
 - Erosion, Slope Stability, Seismic Impacts
- MSE Structural & Gabion Walls
- Ground Improvement
- Earth Retention
- Excavation & Shoring Design
 - Soldier Pile Walls (Cantilevered & Tieback), Soil Nailing, Sheet Piles
- Settlement & Subsidence Analysis
- Slope Stabilization Techniques
- Roadway Subgrade & Pavement Design
- Shallow Foundations & Underpinning
- Deep Foundations & Underpinning
- Bridge Foundations
- Liquefaction & Lateral Spreading (Analysis & Remediation)
- Retaining Wall Design Recommendations
- Site Drainage
- Stormwater Monitoring / Construction Dewatering
- Seismic Design
- Expansive & Collapsing Soils
- Earthwork Monitoring & Compaction Testing
- Marine & Coastal Engineering
- Geophysical Surveys
- Watershed Evaluation
- Soil Infiltration (Percolation) Testing
- Potable Water Development

LABORATORY TESTING CAPABILITIES

Krazan maintains in-house laboratories that are certified by IAS, and audited and approved by the Washington Association of Building Officials (WABO). In addition, our laboratory is also approved by the Washington State Department of Transportation (WSDOT), and the U.S. Army Corps of Engineers. Both internal and external audits ensure compliance with applicable test methods and standards, ensuring both laboratory and field personnel operate and perform within the guidelines of ASTM, ACI, AASHTO, and ICC. Below are some examples of tests that Krazan has the capabilities to perform.

Geotechnical / Soils / Asphalt Testing

- Sieve Analysis
- Proctor Value
- California Bearing Ratio
- Hydrometer Analysis
- LA Abrasion
- Permeability
- Consolidation
- Direct Shear
- Unconfined Compression
- WSDOT Compaction Curve (T-606)
- Specific Gravity
- Atterberg Limits
- Sand Equivalent
- Organic Content & Impurities
- Resistivity
- Degradation
- Flat & Elongated Particles
- Soundness
- pH Test
- Accelerated Expansion
- Chlorides
- Soil / Cement Maximum Density & Verification
- Dust Ratio
- Rock Crushing
- Scratch Hardness
- Silt & Clay Separation
- Uncompacted Void Content
- Fracture Face
- Rice Value
- Extraction-Gradation
- Marshall Mix Design
- Superpave Mix Design



Key Geotechnical Staff

VIJAY CHAUDHARY, P.E.

Mr. Chaudhary has over 13 years of experience in geotechnical and civil engineering and is a Licensed Professional Engineer in Washington and Oregon. Mr. Chaudhary has prepared geotechnical reports for government/municipal, commercial, and private projects. His areas of expertise include geotechnical investigation, foundation evaluation and settlement analysis, landslide investigation and slope stability analysis, pavement evaluation, liquefaction analysis, infiltration evaluation, and field and laboratory testing for soils, aggregate and asphalt.

MICHAEL RUNDQUIST, P.E.

Mr. Rundquist is a Licensed Professional Engineer in Washington State. He has provided management of geotechnical engineering evaluations and construction monitoring projects for residential, commercial, and municipal projects. This includes supervision of staff engineers and geologists for the coordination of exploration, construction monitoring, and laboratory projects; working with clients, design professionals, and governing agencies to determine the scope and objectives for projects, preparing geotechnical reports, managing project budgets, and reviewing project plans; consulting with contractors to implement plan details and solve problems in the field. Mr. Rundquist has experience with design and construction of foundations, deep foundations, retaining walls, shoring systems, roadways, bridges, and drainage systems.

JEFFREY LEAGUE, L.G.

Mr. League has a B.S. in Geology and is a Licensed Geologist in the State of Washington with over 20 years of experience regarding geotechnical investigations and earthwork construction monitoring in a wide variety of geotechnical projects. Some of these projects include commercial developments, parks and recreation, schools, residential development, medical buildings, and public safety facilities. He has supervised geotechnical subsurface explorations, conducted geologic hazard assessments, performed soil resistivity testing, conducted in-field infiltration testing, and prepared geotechnical engineering reports. He has monitored earthwork construction including mass grading, slope stabilization, foundation subgrade preparation, reinforced soil walls, shoring walls, soil nails, and deep foundation construction. Mr. League's experience also includes pile installation monitoring for different projects.

AMELIA LEONG

Ms. Leong joined the Krazan team in 2021. She has a B.S. in Civil Engineering and continues to obtain additional training and certifications needed for future licenses. Her areas of expertise include geotechnical investigations, soil bearing verification, CESCL, asphalt and soil compaction testing, helical pile installation, concrete, and proprietary anchor inspections.

Full resumes and additional team member Information is available upon request.



Project Experience

Watermains N, O, Q, TU V & W Replacements – Everett, WA Client: City of Everett – Amie Roshak PE, PMP

These projects involved subsurface investigations and geotechnical engineering recommendations for replacement of aging water mains. Krazan provided geotechnical engineering investigations to evaluate the subsurface soil and groundwater conditions at these sites; a review of available geotechnical reports pertaining to subsurface soil and groundwater conditions in the general site area; laboratory testing; recommendations for earthwork and site preparation including the suitability of on-site soils for trench backfill, placement and compaction of on-site soils, the mitigation of unsuitable soil conditions, and an evaluation of weather sensitivity during construction; recommendations for conventional trenching techniques, excavation, pipe support, erosion control during construction, and construction dewatering considerations; and recommendations for seismic design considerations including site coefficient and ground acceleration information.

Maywood Hills Elementary School - Bothell, WA

Reference: Northshore School District - Ngan-Ha Yang, P.E. - nyang@nsd.org, Tel: 425-408-7858

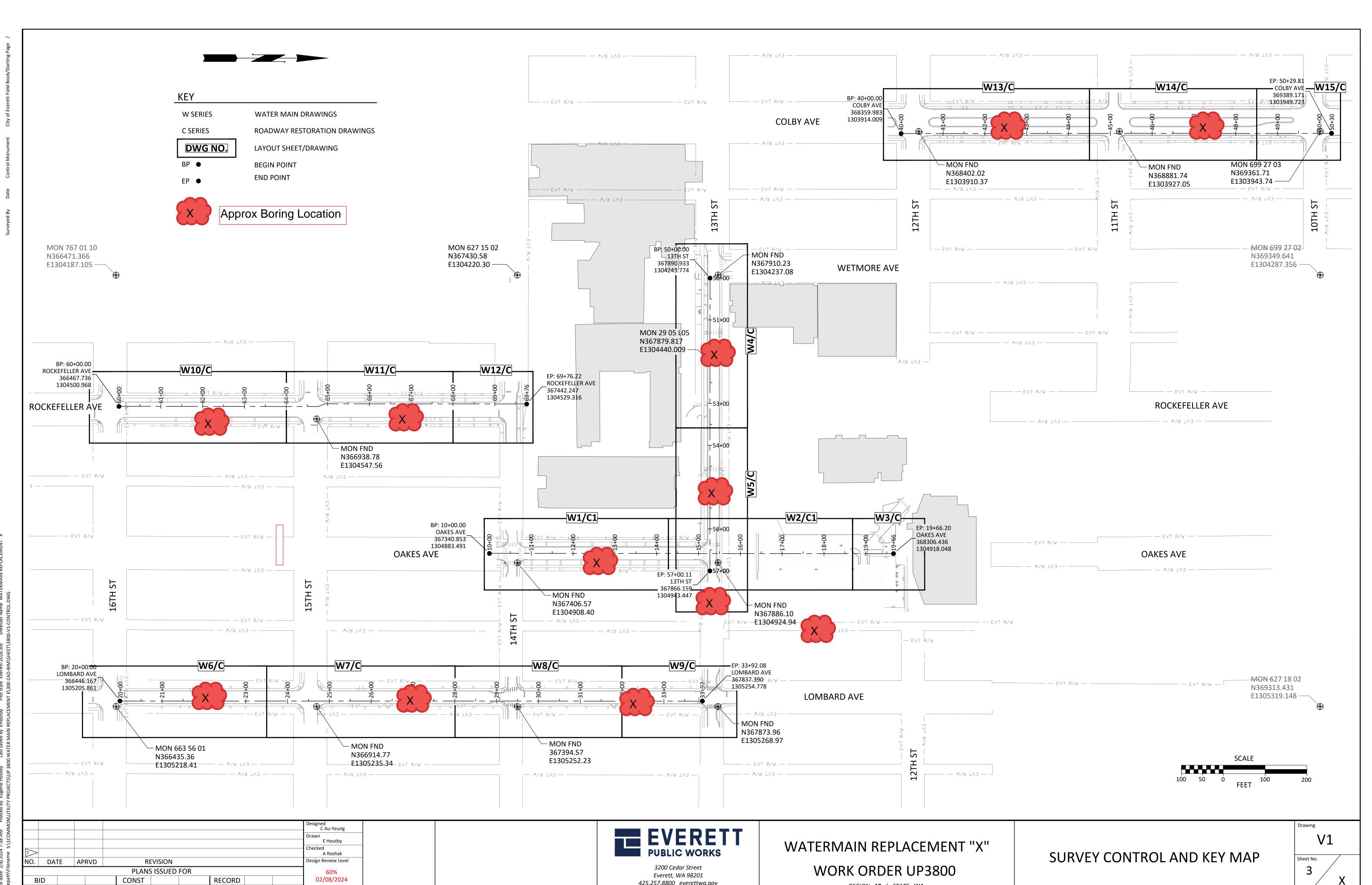
This project involves major building additions to the existing Maywood Hills Elementary School. Our team members coordinated two phases of site investigation. Phase I involved exploratory soil borings and a preliminary Geotech report for the site. When the design team elected to re-locate the planned new building, Krazan conducted a Phase II investigation, with additional borings and prepared a Phase II geotechnical engineering report, with the results of the subsurface explorations, exploratory boring logs, a site plan, and interpretations of fill / native soil stratification across the planned building area. The report also included groundwater observations, geologic and seismic hazards, and recommendations for foundations, retaining walls, shoring walls, and pavement design.

16th Avenue SW Pedestrian Safety & Traffic Calming - White Center, WA Reference: King County - Linda Mott - linda.mott@kingcounty.gov, Tel: 206-477-3669

King County contracted Krazan to determine pavement thickness, soil types, and environmental contaminant levels within the soils at two boring locations within the right-of-way of 16th Avenue Southwest in White Center, WA.. The Krazan team examined the soils and geologic conditions encountered, obtained samples of the different soil types for soil classification and environmental testing, and maintained logs of the explorations. Samples from the soil borings were collected continuously, resulting in a full soil stratification profile to the depths explored.

Bothell High School Modular Classrooms - Bothell, WA Reference: Northshore School District - Devlin Piplic - dpiplic@nsd.org, Tel: 425-408-7816

This involved removal of existing portable classrooms, and installation of a new modular building. Krazan was contracted for stormwater infiltration testing. Then we were contracted to provided earthwork recommendations for the new building. We conducted a site investigation involving two (2) exploratory soil borings. Our team prepared a geotechnical engineering report detailing geologic hazards, and recommendations for site preparation, temporary excavations, structural fill, foundations, lateral earth pressures for retaining walls, site drainage and landscaping.



ACTION DATE APRVD

ACTION DATE APRVD

Everett, WA 98201 425.257.8800 everettwa.gov

REGION - 10 | STATE - WA

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

Name	Title	Rate
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Krazan-Watermain Replacement-PSA-CA-SD

Final Audit Report 2024-04-17

Created: 2024-04-16

By: Marista Jorve (mjorve@everettwa.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAg43jKJoAfY_OCcOFibMxV6dIS0uvSRGJ

"Krazan-Watermain Replacement-PSA-CA-SD" History

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