



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	
Service Provider	Hargis Engineers, Inc.
	1201 Third Avenue, Suite 600 Seattle, WA
	brian.haugk@hargis.biz
City Project Manager	Ruben Sanchez
	City of Everett – Parks & Facilities 802 E. Mukilteo Blvd, #100 Everett, WA 98201
	rsanchez@everettwa.gov
Brief Summary of Scope of Work	Hargis Engineers, Inc. to provide 3rd party commissioning for the Everett Municipal Building-Public Works Tenant Improvements
Completion Date	December 31, 2025
Maximum Compensation Amount	\$128,550.00

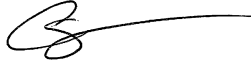
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lisa Garcia
	206-441-6300
	lisa.garcia@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="padding-left: 40px;">Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="padding-left: 40px;">Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

HARGIS ENGINEERS, INC.



Cassie Franklin, Mayor

Signature: Brian Haugk

Name of Signer: Brian Haugk

Signer's Email Address: brian.haugk@hargis.biz

Title of Signer: Principal, Mechanical, Energy Services,
and Commissioning

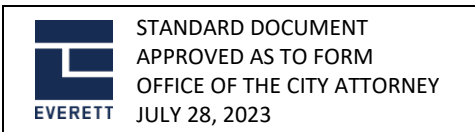
04/29/2024

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. 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. **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 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. 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 (CGL) 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 Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so

engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

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

whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

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

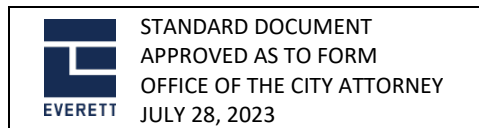


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Hargis Engineers, Inc. to provide this commissioning proposal for your review. The professional services included in this Proposal are directly related to the Everett Municipal Building-Public Works Tenant Improvements (118,232 SF) located at 2930 Wetmore Avenue, Everett, WA 98201.

The following represents our understanding of the scope of commissioning services required to successfully test and commission this facility.

Commissioning Authority Responsibilities

Hargis Engineers will develop an overall commissioning program that will satisfy fundamental commissioning (Cx) requirements. We will work with the Engineer-of-Record (EOR) to coordinate the activities of all other project team members to ensure compliance with the program. Such procedures will ensure that the startup and commissioning processes comply with the Original Equipment Manufacturers (OEM) standards and procedures and ensure that all testing and commissioning work is successfully completed within the contract period. As the commissioning agent (CxA), we will work with the EOR, General Contractor (GC), and the owner team to deliver a commissioned project.

In addition to the overall responsibilities outlined above, we will provide the Commissioning services listed below per phase:

Design / PRE-Construction Phase

Immediately upon award, we will issue a Commissioning Plan document which will serve as a detailed guideline of the Cx process for all parties involved. It will include numerous graphics and charts to convey roles and responsibilities, lines of communication, identify parties and highlight key milestone events during the commissioning process. A separate equipment list, schedule duration and manpower requirements document will also be issued for the construction trades where applicable. Hargis will also become acclimated with the project's technical details by reviewing design drawings and specifications. All concerns or comments will be brought up to project team for response and action.

The scope of work during this phase is detailed below:

1. Develop the Commissioning Plan and necessary functional performance tests and procedures that will be provided to the EOR and project team for review and approval. The Commissioning Plan will describe the systems scheduled for commissioning, the nature of the testing to be performed, those required to be in

attendance, the documentation of these efforts that will be required, and who is responsible for this documentation.

2. Review Owner Project Requirement (OPR) and Basis of Design (BOD) for clarity and completeness.
3. Develop Cx specifications that can be incorporated into construction documents.
4. Perform design review backcheck on the 50% CD or 100% CD drawings to ensure all previous findings were implemented into design documents.
5. Review the Sequence of Operations (SOO)
6. Assist the General Contractor (GC) with developing a Commissioning Schedule.

Construction Phase

The Hargis CxA shall complete the following tasks during the construction phase:

1. Develop the Commissioning Plan draft which will serve as the roadmap of how the commissioning process will be implemented. The intention of this plan is to describe the systems scheduled for commissioning, the nature of the testing to be performed, key project team member involvement and what documentation is necessary to meet Cx Requirements.
2. Conduct one (1) onsite kickoff commissioning meeting to plan, coordinate, and schedule commissioning activities, review issues and discuss problem resolution.
3. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
4. Prepare Pre-Functional Test (PFT) scripts to be filled out by EC, GC, BMS, and equipment vendor during startup for the equipment listed in the equipment scope.
5. With necessary assistance and review from installing contractors, write the Functional Performance Test (FPT) procedures for equipment and systems.
6. Perform four (4) site visit to witness the startup procedure for the mechanical equipment.
7. Attend twenty-four (24) hours of teleconference construction meetings (1 MCx and 1 ECX).

Acceptance Phase

It is intended to demonstrate that the performance of the equipment and systems meets the requirements of the design documents:

1. (BMS) system annunciation for alarms will be witnessed as they apply to each piece of equipment listed to be commissioned.

2. Obtain pre-functional tests from CM with sign-offs that the systems have been checked out.
3. Manage, direct, and oversee the functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the design intent and contract documents. Functional performance testing shall include operating the system and components through each of the written sequences of operation.
4. Obtain and review reports from functional testing of each major piece of equipment.
5. Provide Daily Commissioning Reports for each day of the "onsite" portion of the commissioning process. All Daily Commissioning Reports will be easily referenced to the master deficiency and resolution log.
6. Maintain a master deficiency and resolution log and a separate testing record. Provide to the CM written progress reports and test results with recommended actions.
7. Conduct brief daily commissioning meetings during the entire "onsite" portion of the commissioning process.

Post-Commissioning Phase

1. Hargis will prepare a Final Commissioning Report within fifteen (15) days of completion (one (1) soft copy). The report shall include an executive summary, a list of participants and roles, a brief building description, and the following sections:
 - a. Commissioning Plan
 - b. Commissioning Specification
 - c. OPR & BOD Review
 - d. 50% & 100 Design Review
 - e. Pre-functional Checklist
 - f. Functional Performance Test Scripts
 - g. Deficiency Log
 - h. Daily Commissioning Reports (DCR)

Commissioned Systems

1. The following systems will be commissioned for this project:

Mechanical

1. AHU (1)
2. Split Systems (12)
3. Transfer Fan (5)
4. HP Chiller (2)
5. Heat Trace (panel) (1)
6. CHW Pumps (4)
7. HW Pumps (3)
8. Ceiling Fans (6)
9. Boiler (1)
10. 162 VAVs @ 20% sample (33)
11. 46 Existing VAVs @ 20% sample (10)
12. CHW System Level Cx (1)
13. HW System Level Cx (1)
14. AHU/VAV System Level Cx (1)

Plumbing

1. IWH (8)
2. Existing EWH (1)
3. HPWH (1)
4. New EWH (1)
5. Domestic CPs (2)
6. Condensate Pump (1)

Fire Alarm

1. Recirc Pumps (4)
2. FACP (1st fl) (1)
3. Duct SD (1)
4. Fire Alarm System (SDs, Pull Stations) (1)

Electrical

1. Main Switchboard W metering (1)
2. SPD/TVSS (9)
3. Transformer (9)
4. Panelboards (34)
5. Disconnects (9)
6. Lighting Garage (1)

7. Lighting Office (1)
8. Lighting Emergency (1)
9. ATS (2)
10. MTS (1)
11. Diesel Generator 150kW (1)

Project schedule

This Proposal is based on an overall schedule commencing in April 2024 for a 14-month schedule.

Hourly Rate Breakdown

Based on the Proposal, our hourly breakdown for the year 2024 is as follows. We request the opportunity to adjust our hourly rates on January 1st at the onset of each year. Projected 2025 January hourly rates for Mechanical Cx Engineer - \$190 and Electrical Engineer Cx - \$190.

	2024 Cx Fee		
	Mechanical Cx Engineer	Electrical Cx Engineer	Total
	\$175	\$175	
Pre-Construction Phase			
Develop Commissioning Plan document which will serve as a detailed guideline of the Cx process for all 50% & 100% Design Review	6	6	\$ 2,100
Review the Commissioning Specifications	12	12	
Review the current control sequences and interlocks	8	8	\$ 2,800
	9	9	\$ 3,150
Total Pre-Construction Phase	35	35	\$ 8,050
Construction Phase			
Conference Calls	24	24	\$ 8,400
Four Site visits during the construction phase	32	32	\$ 11,200
Cx Kickoff Presentation	3	3	\$ 1,050
On site Kickoff Cx Meeting	4	4	\$ 1,400
Develop Pre-functional Checklists (PCs) to submit to staff, and the general contractor (GC)	12	12	\$ 4,200
Develop specific Functional Test Scripts (FTs) to verify and document proper operation and performance of each piece of equipment or system in both normal and failure modes of operation	18	18	\$ 6,300
Develop and submit Commissioning (Cx) schedule	2	2	\$ 700
Total Construction Phase	95	95	\$ 33,250
Acceptance Phase			
Obtain pre-functional tests from CM with sign-offs that the systems have been checked	6	6	\$ 2,100
Manage, direct, and oversee the functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the design intent	150	90	\$ 42,000
IR Scanning to report issues found during commissioning (for Load Test)		10	\$ 1,750
Review Staff Training agenda and over see the program	4	4	\$ 1,400
Total Acceptance Phase	160	110	\$ 47,250
Post Acceptance Phase			
Final Commissioning Report	16	16	\$ 5,600
QA/QC Project Docs.	4	4	\$ 1,400
Total Post Acceptance Phase	16	16	\$ 7,000
Total Commissioning Fee	306	256	\$ 95,550
Expenses USA			
Perform site visits (Qty 1) to witness a sample of any critical power system			\$ 4,500
Power Quality Meter Equipments and Reports			
Manage, direct, and oversee the functional testing			
Total Expenses			\$ 4,500
Add Alt: Hours & Expenses			
Add Alt # 1: Hours: Four (4) Site Visit (each 8 hours) to verify mechanical and electrical Cx action list reported by the GC closed After Cx (2 Cx agents)	40	40	\$ 14,000

Total Compensation

Pre-construction Phase	\$ 8,050
Construction Phase	\$ 33,250
Acceptance Phase	\$ 47,250
Post Acceptance Phase	\$ 7,000
Expenses USA	\$ 4,500
Additional Alternate #1 Hours (If required)	\$ 14,000
Reimbursable Expenses	\$ 4,500

Subtotal Fee	\$118,550

CONTINGENCY FEE (IF REQUIRED):

Additional Services that may be needed based upon any issues that surface during the project as approved ONLY in Writing by the authorized City representative.

TOTAL CONTINGENCY FEE	\$ 10,000

Total Fee	\$128,550

Clarification and Exclusions

1. Hargis Engineers has assumed that technicians required for commissioning will be provided by the installing contractors, including setup, hookup, operation and tear down of that equipment.
2. Hargis Engineers provided an Add Alt # 1: Four (4) Site Visit (each 8 hours) to verify the mechanical Cx action list reported by the GC closed after commissioning is complete (one (1) Cx agent).
3. Hargis Engineers valued for being onsite during the Acceptance phase to commission the MEP equipment (two (2) Cx agents).
4. Hargis Engineers valued for Power Quality Meters to test the generator.
5. Hargis Engineers valued for IR Scanning (Generator, Transformers...) and a finding report.
6. If the project shifts or extends, it may require costs at the contractor's expense.
7. Hargis Engineers excludes performing/providing the following: IEEE Battery Testing; Short circuit coordination, Arc flash study; breaker injection testing, Meggering; Operations & Maintenance training; and Factory Witness Testing.
8. Hargis Engineers excludes any seasonal testing.

9. Hargis Engineers excludes trend log review and support.
10. Hargis Engineers excludes maintenance review and training with staff.

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

Name	Title	Rate
enter name	Mechanical Engineer	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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










EMB-PW Tenant Improvements Project Hargis Engineers, Inc. Commissioning Services PSA_SD


Final Audit Report

2024-04-29


Created:	2024-04-26
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJXxW_I-ztKhYW-7Wd5kaIoXO5loH5LUO

"EMB-PW Tenant Improvements Project Hargis Engineers, Inc. Commissioning Services PSA_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-04-26 - 5:30:35 PM GMT
-  Document emailed to Ruben Sanchez (rsanchez@everettwa.gov) for approval
2024-04-26 - 5:31:22 PM GMT
-  Email viewed by Ruben Sanchez (rsanchez@everettwa.gov)
2024-04-26 - 5:31:53 PM GMT
-  Document approved by Ruben Sanchez (rsanchez@everettwa.gov)
Approval Date: 2024-04-26 - 5:32:31 PM GMT - Time Source: server
-  Document emailed to brian.haugk@hargis.biz for signature
2024-04-26 - 5:32:33 PM GMT
-  Email viewed by brian.haugk@hargis.biz
2024-04-28 - 6:54:22 PM GMT
-  Signer brian.haugk@hargis.biz entered name at signing as Brian Haugk
2024-04-28 - 9:24:54 PM GMT
-  Document e-signed by Brian Haugk (brian.haugk@hargis.biz)
Signature Date: 2024-04-28 - 9:24:56 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-04-28 - 9:24:57 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-04-28 - 9:37:38 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-04-28 - 9:37:51 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-04-28 - 9:37:53 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-04-29 - 10:23:59 AM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-04-29 - 10:24:19 AM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-04-29 - 10:24:20 AM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-04-29 - 3:25:25 PM GMT - Time Source: server

 Agreement completed.

2024-04-29 - 3:25:25 PM GMT