



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (*the “City”*), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	HDR Engineering, Inc.
	929 108th Ave, Suite 1300 Bellevue, WA 98001
	Cindy.kinzer@hdrinc.com
City Project Manager	Erik Emerson
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	eemerson@everettwa.gov
Brief Summary of Scope of Work	Lexington-Broadway Stormwater Improvements-Phase 1
Completion Date	December 31, 2025
Maximum Compensation Amount	\$877,460

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Kevin Bromberg
	425-450-7146
	Kevin.bromberg@hdrinc.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="text-align: center;">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="text-align: center;">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>
Agreed Amendments to General Provisions	<p>The attached General Provisions are amended as follows:</p> <p>The following is inserted after the first sentence of <u>Section 2</u>: “Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City.”</p> <p>The first sentence of <u>Section 10</u> is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and 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 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.”</p> <p>The definition of Claims in <u>Section 10</u>-is replaced with the following: “(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 whether</p>

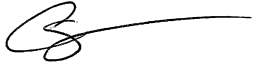
	the damage alleged is bodily injury, damage to property, or other type of event or theory of recovery.”
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END OF BASIC PROVISIONS

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**

HDR ENGINEERING, INC.



Cassie Franklin, Mayor

Signature: Rob Berman

Name of Signer: Rob Berman

Signer's Email Address: rob.berman@hdrinc.com

Title of Signer: Senior Vice President

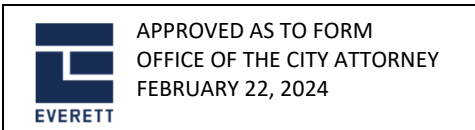
05/06/2024

Date

ATTEST



Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

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

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

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

11. Insurance.

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

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

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

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

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

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

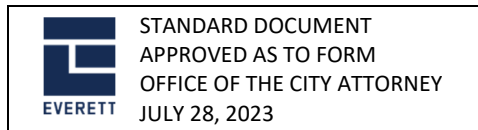
notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations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

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

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

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

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



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

**City of Everett
Lexington-Broadway Stormwater Improvements
Phase 1 Design**

Scope of Services

April 3, 2024



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

Table of Contents

Background	1
Objective	2
General Assumptions	2
Scope of Services	2
Task 100 Project Management.....	2
Objective	2
Consultant Services	2
City Responsibilities	3
Assumptions.....	3
Deliverables.....	4
Task 200 Survey and Utility Location.....	4
Objective	4
Consultant Services	4
City Responsibilities	5
Assumptions.....	5
Deliverables.....	5
Task 300 Geotechnical Investigation	5
Objective	5
Consultant Services	5
City Responsibilities	9
Assumptions.....	9
Deliverables.....	10
Task 400 Cultural Resource Services	10
Objective	10
Consultant Services	11
City Responsibilities	11
Assumptions.....	11
Deliverables.....	11
Task 500 Project Reports	11
Objective	11
Subtask 510 Design Report Update.....	12
Consultant Services	12
City Responsibilities	12
Assumptions.....	12
Deliverables.....	12
Subtask 520 Operations and Maintenance Memorandum	13
Consultant Services	13
City Responsibilities	13

Assumptions.....	13
Deliverables.....	13
Task 600 Engineering Design Services	13
Objective	13
Subtask 610 Design Stakeholder, Phase Meetings, and Outreach.....	14
Consultant Services	14
City Responsibilities	14
Assumptions.....	14
Deliverables.....	15
Subtask 620 Design Services	15
Consultant Services	15
City Responsibilities	16
Assumptions.....	17
Deliverables.....	18
Task 700 Final Design Services	18
Objective	18
Subtask 710 Design Stakeholder and Phase Meetings	18
Consultant Services	18
City Responsibilities	18
Assumptions.....	18
Deliverables.....	19
Subtask 720 Final Design Services.....	19
Consultant Services	19
City Responsibilities	19
Assumptions.....	19
Deliverables.....	20
Task 800 Bid Phase Support.....	21
Consultant Services	21
Task 900 Design Support during Construction.....	21
Consultant Services	21
Task 1000 Permitting	21
Background	21
Objective	21
Consultant Services	21
City Responsibilities	22
Assumptions.....	23
Deliverables.....	23
Schedule	25
Fee	25

EXHIBIT A

SCOPE OF SERVICES

Background

Lexington-Broadway Stormwater Improvements preliminary design was completed in August 2023. Final design and construction will be completed in phases to allow for offline construction of the treatment facilities, to mitigate construction impacts to the community, and to proportion construction costs and plan budget expenditures. Project phasing is summarized below:

1. Phase 1 work includes stormwater conveyance piping in Lenora Street, pretreatment structures in Zillah Street, and a regional stormwater treatment facility on property at the Lenora Street/Zillah Street intersection. Refer to Figure 1 for the Phase 1 design limits.
2. Future Phase 2 work includes stormwater conveyance piping in Lenora Street beneath the Burlington Northern Santa Fe (BNSF) railroad crossing and construction of a new stormwater outfall to the Snohomish River, located within Riverfront Park.
3. Future Phase 3 and Phase 4 work includes the stormwater conveyance and collection system in 3rd Avenue, Lowell Road, 52nd Street, Broadway, Commercial Avenue, and Lexington Avenue.

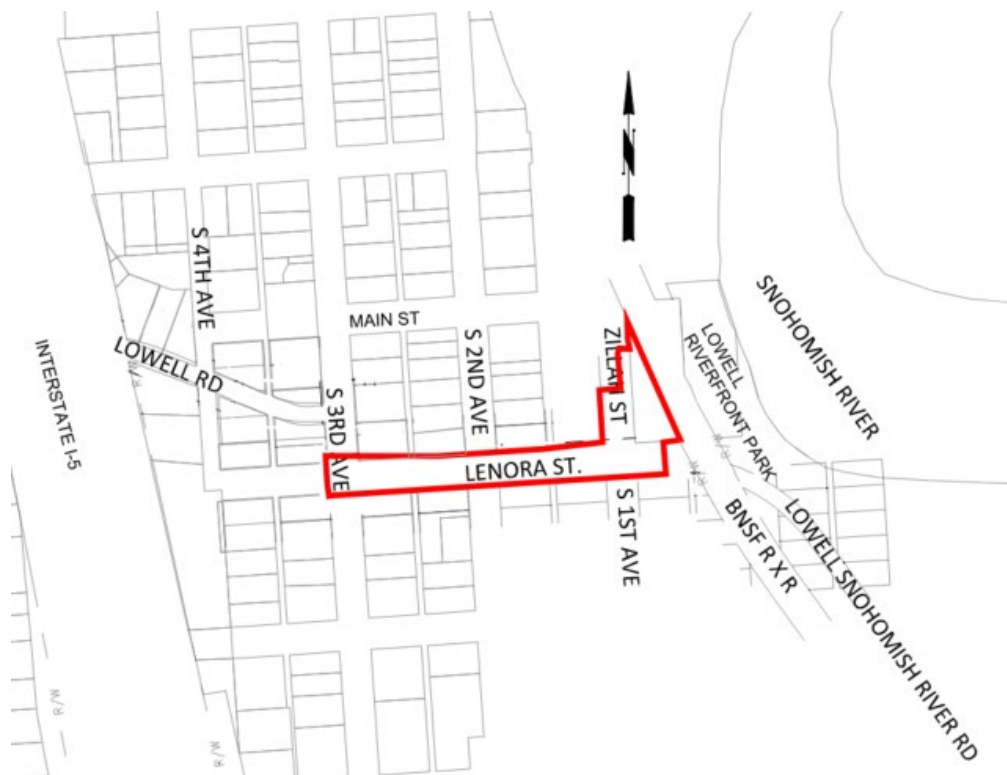


Figure 1. Lexington-Broadway Stormwater Improvements Phase 1 location

Objective

The Lexington-Broadway Stormwater Improvements Phase 1 (Project) contract objectives are to provide the following services to the City of Everett (City):

1. Provide Phase 1 design services.
2. Prepare land use and environmental permit applications in support of Phase 1 work.
3. Prepare land use and environmental permitting services in support of the future Phase 2 final design.

General Assumptions

The project will be conducted according to the following assumptions:

1. The project duration will be 12 months following receipt of Notice to Proceed (NTP).
2. The City will provide utility notices and coordination for service connections and for relocations.
3. The preliminary design concept plan, data, and information may be used without significant revisions.
4. Deliverables will be provided in electronic format and delivered via email and/or SharePoint (cloud-based server) unless otherwise noted in tasks/subtasks.
5. Workshops and meetings will be conducted via the Microsoft Teams virtual platform, unless specifically noted otherwise in the task/subtask assumptions.
6. Travel time, travel expenses (mileage and meals), and printing costs will be reimbursed and are covered under the respective task/subtask for that work.

Scope of Services

Task 100 Project Management

Objective

The objective of this task is to monitor, control, and adjust scope, schedule, and budget and to provide monthly status reporting, accounting, and invoicing.

Consultant Services

HDR Engineering, Inc. (Consultant) will provide the following services.

1. Conduct project initiation, record keeping, and project closeout activities.
2. Prepare the following upon receipt of a Notice to Proceed (NTP):
 - A. Project Management Plan (PMP) outlining the project scope, team organization, schedule, staffing plan, communications information, and Quality Management Plan (QMP)

- B. Gantt project schedule
 - C. Health and Safety Plan (HASP) with Job Hazard Assessment (JHA) to address assigned work in the field.
3. Subcontract with and manage project subconsultants.
 4. Conduct internal management reviews at the beginning of the project and at quarterly intervals to determine conformance with project scope, schedule, and budget.
 5. Coordinate and manage the project work assignments.
 6. Perform project team management.
 7. Attend Project Management meetings with City.
 8. Prepare for, schedule, and lead project management (PM) meetings to review project scope, budget, and progress.
 9. Prepare monthly status reports describing the following:
 - A. Services completed during the month.
 - B. Services planned for the next month.
 - C. Needs for additional information.
 - D. Scope/schedule/budget issues.
 - E. Schedule update and financial status summary.

City Responsibilities

The City is responsible for the following activities:

1. Attend PM meetings. Review and provide consolidated, conflict-resolved comments to meeting notes in relation to accuracy.
2. Provide timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

The following was assumed for this task:

1. The project duration will be 12 months.
2. Two PM meeting will be held per month that will be conducted via the Microsoft Teams virtual platform.
 - A. Up to 2 hours of project manager time is assumed for each meeting, including preparation, attendance, and preparation of meeting summary notes.
 - B. The Sr. Civil Engineer may attend up to 24 meetings and the Sr. Permit Specialist may attend up to 12 meetings.

-
- C. The standing PM meeting agenda will include a project status update; review of upcoming activities; and discussion of scope, schedule, and budget. The Consultant will email draft meeting summary notes within 7 business days following each meeting and will incorporate City comments, as appropriate, in the final notes.
3. A total of three project schedule updates are assumed.
 4. Invoices will be provided in the Consultant's standard invoice format.
 5. Expense backup will not be provided with invoices but will be available for review upon request.

Deliverables

The following deliverables will be produced:

1. Monthly status reports, budget updates, and invoices (emailed Portable Document Format [PDF]).
2. PM meeting agenda and notes (emailed PDF files).

Task 200 Survey and Utility Location

Objective

The task objective is to obtain utility pothole locates and survey of the locations in support of project design. David Evans and Associates (DEA) is being retained to provide these services. Services under this task are contingent in nature. The specific scope of services, estimated labor, and associated expenses are to be negotiated in advance and agreed upon by both the City and the Consultant prior to NTP.

Consultant Services

The Consultant will provide the following services:

1. Review existing utility information to determine locations where additional pothole and survey information may be needed to support project design.
2. Perform underground utility locates.
3. Provide utility potholing that meets Subsurface Utility Engineering (SUE) Quality Level A for utility locations according to the American Society of Civil Engineers (ASCE) standard guidelines regarding utility location, depth, and size information to support project design.
4. Complete a survey of the pothole locations and provide record of utility locate information, including location, depth, width (for duct banks), dimensions, and material.
5. Integrate the locates into the project Civil 3D maps originally developed under the Lexington-Broadway Preliminary Design survey.
6. Provide supplemental survey, upon written request, to support project design.

City Responsibilities

The City is responsible for the following activities:

1. Review additional survey request(s) from the Consultant.
2. Provide rights of entry to parcels, as requested.
3. Review and process contract change requests and amendments, if needed

Assumptions

The following was assumed for this task:

1. Existing survey from the preliminary design phase may be used in support of final design development.
2. Utility pothole depths assume that the utility will be between 0 and 12 feet in depth.
3. Up to a maximum of six potholes may be required.
4. Sand and gravel backfill, and permanent hot-mix asphalt repair are required for all test holes.
5. Services under this task are contingent in nature. The specific scope of services, estimated labor, and associated expenses are to be negotiated in advance and agreed upon by both the City and the Consultant prior to NTP.

Deliverables

The following deliverables will be produced:

1. Request for additional survey and utility locates, if required (email)
2. Pothole measurement field notes (email or PDF)
3. Topographic survey and AutoCAD (Digital Terrain Model [DTM]) files

Task 300 Geotechnical Investigation

Objective

The task objective is to provide geotechnical evaluation to support the Phase 1 project design. HWA GeoSciences, Inc. (HWA) is being retained to perform these services.

Consultant Services

The Consultant will provide the following services:

1. Develop and coordinate a field exploration plan for drilling of up to three geotechnical borings in support of evaluating subgrade soil and groundwater conditions within the vicinity of the proposed treatment facility, retaining walls, flow split vault, and soil conditions near the intersection of 3rd Street and Lenora Street. Locations for these explorations will be based on the provided plans for the proposed improvements. The exploration plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to

perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations.

2. Coordinate with a subcontracted traffic control firm to develop site-specific traffic control plans for each proposed geotechnical exploration. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. HWA will review each plan prior to distribution to the team. One revision is assumed to be required for the right-of-way (ROW) use permit application and approval process.
3. Obtain a City of Everett street use permit for drilling in the ROW. This includes developing appropriate traffic control plans for the proposed drilling.
4. Conduct utility locates for the proposed borings. Visit the site to mark drilling locations with white paint and notify the on-call utility service. An additional site visit will be performed to verify if the proposed locations of the borings are clear of utilities prior to mobilizing the drilling equipment. Additionally, a private locating service will be used to have conductible underground utilities located in the vicinity of the proposed borings. Polyvinyl chloride (PVC) and concrete non-conductible utilities cannot be located with these methods.
5. Conduct up to three geotechnical borings with a truck-/trailer-mounted drill rig equipped with a hollow-stem auger. Borings will be drilled to depths ranging from 25 to 40 feet below ground surface (bgs). Two borings will be advanced at two selected locations where excavations on the order of about 20 feet bgs are anticipated along Lenora Street; the other boring will be advanced near the proposed retaining wall for the treatment facility. Two monitoring wells will be installed within these borings to evaluate and monitor groundwater conditions.
6. Standard Penetration Test (SPT) samples will be taken at 2.5- to 5.0-foot intervals throughout each boring. All borings will be monitored and logged under full-time observation of a representative of the geotechnical engineer. The borings will be drilled by a licensed driller under subcontract to the geotechnical engineer.
7. Generate boring logs and perform laboratory testing of select samples from the borings. Testing may include moisture content, grain-size distribution, and Atterberg limits. Soil and laboratory test information will be presented in summary boring logs that will be generated upon completion of the exploration program.
8. HWA will conduct up to five site visits over the first year of this contract to download groundwater data from the existing transducer, located on the stormwater treatment site. The water level information collected will be used to assist in developing recommendations for possible dewatering and construction impacts. HWA will assist in developing dewatering contract specifications for the bid package.
9. Should contaminated soil and/or groundwater be encountered HWA will halt the boring to immediately notify the Consultant project manager and City project manager. Items A through E listed below represent services outside of the scope of this contract. Payment for work listed under items A through E would require approval from the City project manager

and the City would be responsible for payment for this work through a separate agreement with HWA.

- A. During drilling of the geotechnical borings, screen soils for organic vapors by headspace analysis using a photoionization detector (PID), a water sheen test, and visual and olfactory methods (i.e., stained, or discolored soils and/or adverse odors). If field indications of contamination are detected, HWA will collect at least one soil sample from each suspect contaminated boring location.
- B. Groundwater samples would also be collected from suspect contaminated boring locations via temporary or permanent wells installed during drilling activities. If HWA intends to collect groundwater samples from any permanent wells, the drillers will develop the wells following construction of the well. Soil and groundwater samples will be collected following HWA and regulatory agency standard operating procedures.
- C. If suspect contaminated soil and/or groundwater samples are collected, the samples collected will be submitted to a Washington State Department of Ecology (Ecology)-accredited, third-party analytical laboratory (Onsite Environmental of Redmond, Washington). For each suspect boring, the soil samples with the highest level of organic vapors and/or most discernible visual/olfactory contamination will be selected for chemical analysis. Field staff will deliver samples to the analytical laboratory within 48 hours of sampling. HWA will employ full chain-of-custody procedures to allow tracking and handling of the samples. HWA will select one soil sample and one groundwater sample (if encountered) per suspect boring (maximum of six soil samples and six groundwater samples) for chemical laboratory analysis of the following:
 - i. Petroleum hydrocarbons—gasoline via Ecology test method NWTPH-Gx
 - ii. Petroleum hydrocarbons—diesel, oil via Ecology test method NWTPH-Dx
 - iii. Benzene, toluene, ethylbenzene, and xylenes (BTEX) via U.S. Environmental Protection Agency (EPA) Test Method EPA 8260D
 - iv. Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) via EPA Test Method EPA 8270E/SIM
 - v. Resource Conservation and Recovery Act (RCRA) 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, and Se) via EPA Test Method EPA 6010/7000
 - vi. Toxicity Characteristic Leaching Procedure (TCLP) via EPA Test Method EPA 1211/6010D
- D. Because of the limited information regarding historical uses and potential contaminants of concern in the vicinity of the proposed stormwater treatment facility, chemical laboratory analysis of the environmental soil and/or groundwater samples submitted is based on general disposal facility requirements, which may vary based on the disposal facility. Samples will be submitted for standard laboratory turnaround time, which is approximately 7 to 10 business days. Follow-up analyses, based on initial analytical results (i.e., TCLP follow-up analysis) may result in a total standard turnaround time of up to 3 weeks.

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- E. Soil cuttings, purged groundwater (if encountered), and decontamination water from any suspect contaminated borings will be placed in steel 55-gallon drums. These investigation-derived waste (IDW) drums will be stored at the proposed stormwater treatment facility location, or at an adjacent location as provided by the City, pending chemical analysis. Once laboratory results for the environmental samples are obtained, HWA will coordinate the disposal of drummed IDW using a waste disposal subcontractor. Waste profile documentation required for disposal of the IDW will need to be signed by the property owner or a City representative.
10. Based on the results of the fieldwork from this project and the preliminary design geotechnical investigation, HWA will prepare a geotechnical engineering analysis to evaluate and provide design recommendations for the following:
- A. Recommendations for shoring and foundation support of vaults, retaining walls, footings and foundations, and stormwater water quality treatment concrete structures.
 - B. Recommendations for earthwork, including suitability of on-site soils for reuse, structural fill placement and compaction, and dewatering considerations.
 - C. Recommendations for pipe installation including trench shoring, buoyancy, preventing flow migration, trench dewatering, recommendations for pipe bedding and backfill, and suitability of in situ soil for reuse and trench support.
 - D. Based on the geologic information in the vicinity of the improvements, determine the site class for seismic design and generate seismic design parameters.
 - E. Evaluate the susceptibility of the subsurface soils to liquefaction and assess the potential impacts to the proposed improvements.
 - F. HWA will prepare a draft and final Geotechnical Engineering Report presenting the results of field studies. This report will also provide a summary of the environmental conditions encountered at locations sampled, environmental laboratory test results, and recommendations for soil and groundwater handling and disposal during construction activities based on the information obtained during this investigation. The data report will include the following information:
 - i. A description of the geotechnical site exploration program
 - ii. The logs of all borings and other site investigations, including any existing subsurface geotechnical data
 - iii. Groundwater measurements
 - iv. A description of the geologic and seismic settings for the corridor
 - v. Results of all field tests conducted.
 - vi. Installation details, logs, and measurement results of all geotechnical field instrumentation installed for the project or existing geotechnical instrumentation and measurement results usable for the project.

- vii. A description of all laboratory tests conducted and the test results, as well as any previous geotechnical laboratory test results that are relevant for the project.
- viii. A site plan showing boring locations and other pertinent features
- ix. Recommendations for temporary shoring, trenching, excavation, and backfill.
- x. Trench and excavation dewatering recommendations for use in preparation of the dewatering plan. General recommendations regarding trench and excavation dewatering considerations for use in preparation of the dewatering plan by the contractor. Combined hydrometer and sieve analysis are included within the current scope of work and will be assigned to samples collected during drilling. The information collected can be used by HWA as part of a future task order to support estimating dewatering rates for the City's internal use.
- xi. Recommendations for using river dredge sand as backfill material.

City Responsibilities

The City is responsible for the following activities:

1. The City will provide the street use permit at no cost to the geotechnical consultant.
2. The City will provide any rights of entry.
3. If contaminated soils are encountered and screening, sampling, and testing will be paid for under a separate contract with HWA and are considered outside of this scope of services.

Assumptions

The following was assumed for this task:

1. All exploration locations will be within City ROWs or private property for which rights of entry have been previously secured.
2. Drilling can be accomplished during normal daylight workdays and hours, with a minimum of 8 hours available per day for on-street work. Drilling is estimated to be completed within 2 days.
3. The borings that penetrate pavement will be through asphalt. Pavement will be patched with quick-drying cement or Aquaphalt®. No saw cutting of pavement, hot-mix asphalt, or borings drilled through cement concrete pavement will be required.
4. The permanent groundwater monitoring wells will be no deeper than 25 feet with a 10-foot section of pre-packed screen and a flush-mounted monument. Development of the well would be conducted only so the well could be used for environmental sampling at a later date if requested. Environmental groundwater monitoring and decommissioning of the permanent well is not included in this scope of services.
5. HWA assumes that the permanent groundwater monitoring wells installed as part of the investigation will be sufficient for groundwater sampling.
6. HWA will adhere to the Inadvertent Discovery Plan (IDP) provided during the investigation.

7. Boring locations can be field-located using handheld Global Positioning System (GPS) and measurement from existing known features. Surveying of actual exploration locations is not included.
8. Traffic control and/or flagging, in the form of a one-lane closure, is anticipated to be required for up to two of the proposed borings. Traffic control will be developed in accordance with the approved Washington State Department of Transportation standards. HWA will apply for the street use permits for work in ROW (including up to two traffic control plan revisions).
9. No contamination was encountered during prior investigative work near the intersection of Zillah Street and Lenora Street and no known registered contamination sites are located within the Phase 1 project limits. It is assumed that contamination will not be encountered during the geotechnical exploration. If suspect material is encountered and screening and contaminated soil and water sampling and testing are required, the City will coordinate to address the additional services under Task 1100, Unanticipated Services.
10. Explorations proposed herein will not be used to assess site environmental conditions of the entire project area (i.e., no environmental assessment of areas not sampled).
11. All non-suspect contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
12. Stormwater infiltration screening will not be performed. No pilot infiltration tests, EPA falling head (percolation) tests, or other field infiltration testing will be completed as part of this scope of services.
13. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City, the Utilities Underground Location Center, or the private locating service.
14. The geotechnical evaluation and report will be in conformance with City of Everett Municipal Code (EMC) 19.37.073 B and EMC 19.37.080 for the project.
15. One round of review of the draft Geotechnical Engineering Report will occur.
16. Following delivery of the draft Geotechnical Engineering Report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

Deliverables

The following deliverables will be produced:

1. Geotechnical Exploration Plan (PDF format)
2. Draft and Final Geotechnical Engineering Report (PDF format)

Task 400 Cultural Resource Services

Objective

The task objective is to provide cultural resource services in support of Phase 1 project design.

Consultant Services

The Consultant will provide the following services:

1. Prepare a draft and final Archaeological Resources IDP for inclusion in construction bid documents. The construction IDP will be prepared meeting the Revised Code of Washington (RCW) and Executive Order (EO) 21-02.
2. Update the existing geotechnical boring IDP for use under Task 300 services.
3. Prepare the Ecology Cultural Resources Review Form to support State Environmental Policy Act (SEPA) review.

City Responsibilities

The City is responsible for the following activities:

1. Provide written consolidated, conflict-resolved comments for the updated geotechnical monitoring IDP and construction IDP.

Assumptions

The following was assumed for this task:

1. Draft construction IDP and draft Ecology Cultural Resources Review Form will be prepared based on draft 90% design.
2. Geotechnical monitoring IDP will be updated for the three new borings.
 - A. IDP and cultural review form will be reviewed and approved by Ecology. Resulting consultation will be led by Ecology.
3. Only one round of edits will be required to draft documents. No edits will be required to final documents.

Deliverables

The following deliverables will be produced:

1. Draft and final construction IDP (PDF)
2. Draft and final updated geotechnical monitoring IDP (PDF)
3. Draft and final Ecology Cultural Resources Review Form

Task 500 Project Reports

Objective

The task objective is to prepare a design report update to document the project stormwater infrastructure and treatment facility design and to document facility operations and maintenance (O&M) recommendations.

Subtask 510 Design Report Update

Consultant Services

The Consultant will provide the following services:

1. Prepare a design report update to document the project stormwater infrastructure and treatment facility design for the interim (Phase 1) stage. The report will include the following:
 - A. Introduction
 - B. Interim (Phase 1) condition description
 - C. Phase 1 design analysis and evaluation of downstream conditions
 - D. Phase 1 opinion of probable construction cost (OPCC) summary
 - E. Proposed Phase 1 schedule through construction
 - F. Appendices with figures, reference documents, and design calculations
2. Prepare for and attend a virtual meeting with City staff to coordinate review comment responses for the draft report.

City Responsibilities

The City is responsible for the following activities:

1. Provide written consolidated, conflict-resolved comments for the draft Preliminary Design Report
2. Submit the draft Preliminary Design Report packages and coordinate reviews with Ecology.

Assumptions

The following was assumed for this task:

1. The design report will be an update that incorporates the previous report by reference.
2. The design report update will be up to 25 pages in length, including cover sheet and table of contents, and will include up to four maps or figures.
3. The engineer's OPCC prepared with Task 500 may be used in the report without updates.
4. There will be one set of comments from the City.
5. There will be up to two rounds of comments from Ecology as part of the funding submittal process.
6. The review coordination meeting will be up to 2 hours in duration and will be attended by the Project Manager and one additional staff. A total of 8 hours is assumed for the meeting time, preparation, and notes.

Deliverables

The following deliverables will be produced:

1. Decision log from the meeting (Excel)
2. Draft and final Design Report Update submitted as an electronic file (PDF and Word file)

Subtask 520 Operations and Maintenance Memorandum

Consultant Services

The Consultant will provide the following services:

1. Prepare a draft O&M memorandum based on the *Stormwater Management Manual of Western Washington* (SWMMWW) and vendor recommendations.

City Responsibilities

The City is responsible for the following activities:

1. Provide relevant O&M standard operating procedures (SOPs) and SOP template.
2. Provide written consolidated, conflict-resolved comments for the O&M memorandum.

Assumptions

The following was assumed for this task:

1. The O&M memorandum text is assumed to be up to four pages in length, not including appendices, and is anticipated to include the following:
 - A. One prepared figure to illustrate the locations of the O&M elements.
 - B. Appendices including City of Everett SOP template, cut sheets from the SWMMWW for standard elements (where City SOPs are not available, and manufacturer's manuals for proprietary elements).
2. There will be one set of comments from the City.
3. The O&M memorandum and attachments will be in draft form pending updates during construction.

Deliverables

The following deliverables will be produced:

1. Draft and final O&M memorandum (Word and PDF)

Task 600 Engineering Design Services

Objective

The task objective is to provide engineering design services for the 60 percent and 90 percent milestone stages including the following:

1. Schedule and facilitate meetings with the City to resolve and coordinate elements of the project design.

2. Prepare exhibits and materials for the City's use in community outreach.
3. Project design development based on preliminary design concepts developed under Lexington-Broadway Stormwater Improvements project ECY90 design package and input from City staff. Prepare drawings, specifications, and engineer's OPCC for the project 60 percent and 90 percent design submittal packages.

Subtask 610 Design Stakeholder, Phase Meetings, and Outreach

Consultant Services

The Consultant will provide the following services:

1. Facilitate and attend up to five virtual design coordination and technical focus meetings with City staff.
2. Facilitate and attend technical review meeting with City staff to coordinate design comment resolution and issues following the milestone 60 percent submittal.
3. Provide project information and exhibit preparation for the City's use in public outreach.

City Responsibilities

The City is responsible for the following activities:

1. Schedule meetings with key City staff in attendance.
2. Review meeting minutes and decision log within 7 calendar days. After this time, the notes and decision logs will be finalized and archived as part of the project record.
3. Provide written consolidated, conflict-resolved comments for the milestone design submittals.
4. Advertise, host, and staff project community outreach meetings.

Assumptions

The following was assumed for this task:

1. The virtual design coordination and technical focus meetings (up to five) to facilitate City input for design coordination and direction. The estimate assumes up to 10 hours of Consultant project manager hours and a combined total of 35 hours of Consultant staff time for this effort.
2. The technical review meeting (virtual) will be attended by the Consultant project manager and up to five design discipline leads. The meetings will be up to 2 hours in duration and occur following receipt of the 60 percent design review. Technical review meetings will require up to 2 hours each for preparation and follow-up for each Consultant attendee.
3. Community meeting support assumptions are as follows:
 - A. Consultant staff will not attend the community meetings.

- B. Providing information and preparation of exhibits for the City's use may require up to 4 hours of project manager time and up to 32 hours of staff time.
- C. There will be up to two exhibits and one informational (single-page) handout.
- D. The community meeting handouts and exhibits will be electronically delivered. The City will be responsible for printing and posting materials.

Deliverables

The following deliverables will be produced:

1. Agendas and meeting notes (Word or PDF)
2. Outreach exhibits and materials (electronic delivery Word or PDF)

Subtask 620 Design Services

Consultant Services

The Consultant will provide the following services:

1. Develop conveyance and stormwater system design including the following:
 - A. Prepare hydraulic models to evaluate interim and future buildout conditions to support Task 500 design report updates.
 - B. Prepare pipe material design calculations to determine pipe material and thickness (HS25 Load), trench backfill requirements, and resist buoyancy forces.
 - C. Provide trench dam design recommendations.
 - D. Validate pipe sizing and design recommendations using the methodologies outlined in the SWMMWW.
 - E. Conveyance system flow split and stormwater facility hydraulic modeling.
2. Prepare civil design that includes the following:
 - A. General, demolition, removals, temporary erosion and sediment control (TESC), stormwater conveyance, street restoration, site grading, and water quality treatment facility design
 - B. Permanent utility relocation coordination for the stormwater treatment site that assumes the following:
 - i. Water main relocation for approximately 150 linear feet within Lenora Street between 3rd Avenue and Zillah Street
3. Prepare landscape, irrigation, and water service design that includes the following:
 - A. Landscaping for the stormwater treatment facility including irrigation system and controller.
 - B. Areas outside the treatment facility bays will be restored with gravel or native vegetation.

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- C. Water service to support the irrigation system with tap, water service line, meter, and backflow prevention.
4. Electrical power service coordination and design that includes the following:
 - A. Electrical power service and sizing.
 - i. Up to one site review in support of power service design.
 - B. Site security lighting (estimated up to two luminaires).
 - C. Electrical conduit and service to support the irrigation system controllers.
 5. Develop structural design including the following:
 - A. Flow split vault structure.
 - B. Retaining wall and foundation sheets based on Geotechnical Engineering Report design recommendations.
 - C. Stormwater treatment facility structures and walls
 6. Prepare traffic design including the following:
 - A. Signing and striping (replacement and restoration) design.
 - B. Coordinate temporary traffic control with City staff in support of technical specification development and prepare a detour traffic plan for inclusion in the specifications.
 7. Prepare design drawings, contract documents, and engineer's OPCC:
 - A. Design milestone submittals at the 60 percent and 90 percent design levels.
 - B. Specifications per the City of Everett General Special Provisions (GSP) standard template.
 - C. Prepare Association for the Advancement of Cost Engineering (AACE) Class 3 estimate for the 60 percent design package.
 - D. Prepare an AACE Class 2 estimate for the 90 percent design package.

City Responsibilities

The City is responsible for the following activities:

1. Provide reviews, as needed, with one set of consolidated (conflict-resolved) comments within 15 business days of receiving submittal documents.
2. Address easements (including temporary construction access easements), ROW, and property acquisitions.
3. Coordinate with utility purveyors for relocations and removals (including communications and duct banks and vaults)
4. The City will coordinate for water, electrical, and/or other required services.
5. Provide current City of Everett GSP template and contract inserts.

Assumptions

The following was assumed for this task:

1. The conveyance and water quality treatment facility hydrologic modeling prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant revisions.
2. The conveyance and stormwater treatment facility design prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant design and concept revisions.
3. There will be no regulatory requirement changes that affect the project stormwater and water quality design as approved by Ecology with the Preliminary Design Report and ECY90 package submittals.
4. It is assumed that the electrical site review will be conducted by the Electrical Design Lead and one support staff. The site review is assumed to be up to 2 hours in duration plus up to 4 hours for travel time and notes.
5. Design deliverables will be prepared consistent with City standards and consistent with the professional standard of care. City Standard Details will be used where appropriate.
6. The budget is based on the production of up to 50 draft design drawings for the 60 percent package and up to 71 draft design drawings for the 90 percent package. The 90 percent package is assumed to include the following:
 - A. Cover sheet, index, discipline, and TESC notes (8)
 - B. Existing survey sheets (4)
 - C. Demolition and erosion and sediment control sheets (7)
 - D. Civil design sheets (22) including the following:
 - i. Lenora stormwater facility site plan, profile, and sections and grading
 - ii. Stormwater conveyance design and facilities plan, profile, and sections
 - iii. Roadway plan sheet for Zillah Street
 - iv. Water service plan and details
 - v. Civil and standard details
 - E. Structural plans, sections, and detail sheets (10)
 - F. Landscape and irrigation plans and details (6)
 - G. Traffic control signing and striping plans and details (9)
 - H. Electrical one-line diagram, site plan, schedules, lighting plan, and details (5)
7. Dewatering plan is not included in the scope of services.
8. Electrical and structural design will be per City municipal code and International Building Code as adopted by the City.

9. Instrument and monitoring and facility controls are not included with the design.
10. Response to the 90 percent design submittal package is addressed under Task 700, Final Design Services.
11. AACE Class 3 estimate is assigned a contingency allowance of 15% and expected accuracy range of -20% to +30%.

AACE Class 2 estimate is assigned a contingency allowance of 10% and expected accuracy range of -15% to +20%.

Deliverables

The following deliverables will be produced:

1. 60 percent design drawings and AACE Class 3 estimate (PDF)
2. 90 percent design drawings, specifications, and AACE Class 2 estimate (Word and PDF)

Task 700 Final Design Services

Objective

The task objective is to prepare project draft and final design drawings, specifications, contract documents, and engineer's OPCC based on 90 percent design documents and input from City staff.

Subtask 710 Design Stakeholder and Phase Meetings

Consultant Services

The Consultant will provide the following services:

1. Facilitate and attend technical review meeting with City staff to coordinate design comment resolution received at the 90 percent milestone and draft final submittal stages.

City Responsibilities

The City is responsible for the following activities:

1. Schedule meetings with key City staff in attendance.
2. Review meeting minutes and decision log within 7 calendar days. After this time, the notes and decision logs will be finalized and archived as part of the project record.
3. Provide written consolidated, conflict-resolved comments for the milestone submittal package.

Assumptions

The following was assumed for this task:

1. The virtual technical review meeting will be attended by the Consultant project manager and up to five design discipline leads. The meetings will be up to 2 hours in duration and occur

following receipt of the 90 percent design review. Technical review meetings will require 1 hour each for preparation and follow-up for each Consultant attendee.

Deliverables

The following deliverables will be produced:

1. Agenda and meeting notes (Word or PDF).

Subtask 720 Final Design Services

Consultant Services

The Consultant will provide the following services:

1. Stormwater system design including the following:
 - A. Prepare a Construction Stormwater Pollution Prevention Plan (CSWPPP) based on SWMMWW guidelines.
2. Prepare draft final and final design drawings and contract documents that include the following:
 - A. General, demolition, civil, storm, and water.
 - B. Electrical power service and site lighting.
 - C. Structural design.
 - D. Traffic signing and striping (replacement and restoration) and temporary traffic control related specifications.
3. Prepare Engineer's OPCC (AACE Class 1) based on the itemized bidders list.

City Responsibilities

The City is responsible for the following activities:

1. Provide reviews with one set of consolidated (conflict-resolved) comments on the draft final milestone submittal package and CSWPPP within 15 business days of receiving draft submittal documents.
2. Provide current City of Everett GSP template, contract inserts, and non-technical appendices (wage rates) inserts.
3. The City will complete and manage the advertising, bidding, and procurement process.

Assumptions

The following was assumed for this task:

1. The conveyance and water quality treatment facility hydrologic modeling prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant revisions.

2. The conveyance and stormwater treatment facility design prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant design and concept revisions.
3. There will not be regulatory requirement changes that affect the project stormwater and water quality design as approved by Ecology with the Preliminary Design Report and ECY90 package submittals.
4. Design deliverables will be prepared consistent with City standards and consistent with the professional standard of care. City standard details will be used where appropriate.
5. The budget is based on the production of up to 71 final design drawings. The drawings are assumed to include the following:
 - A. Cover sheet, index, discipline, and TESC notes (8).
 - B. Existing survey sheets (4).
 - C. Demolition and erosion and sediment control sheets (7).
 - D. Civil design sheets (22) including the following:
 - i. Lenora stormwater facility site plan, profile and sections, and grading.
 - ii. Stormwater conveyance design and facilities plan, profile, and sections.
 - iii. Roadway plan sheet for Zillah Street.
 - iv. Water service plan and details.
 - v. Civil and storm details.
 - E. Structural plans, sections, and detail sheets (10).
 - F. Landscape and irrigation plans and details (6).
 - G. Traffic control signing and striping plans and details (9).
 - H. Electrical one-line diagram, site plan, lighting schedule, lighting plan, and details (5).
6. Dewatering plan is not included in the scope of services.
7. Traffic control plans are not included and will be prepared by the Contractor.
8. Electrical and structural design will be per City municipal code and International Building Code as adopted by the City.
9. Instrumentation, monitoring, and facility controls are not included with the design.

Deliverables

The following deliverables will be produced:

1. Draft final and final design drawings, AutoCAD files, specifications, and engineer's OPCC (DWG and PDF)
2. Bid set plans and contract documents (electronic delivered PDF with cover sheet mailed hard copy)

Task 800 Bid Phase Support

Consultant Services

Bid phase support services are not included in the scope at this time.

Task 900 Design Support during Construction

Consultant Services

Construction support services are not included in the scope at this time.

Task 1000 Permitting

Background

Project preliminary design was completed in August 2023 and the work included preparation of natural-resources documentation and draft environmental permit application materials in support of the conveyance system upgrades, stormwater treatment facility, and new discharge outfall to the Snohomish River, located in Lowell Riverfront Park.

Final design of Lexington-Broadway stormwater conveyance between the BNSF crossing and east to the discharge outfall is planned with Phase 2 design in a future contract. The purpose of this task is to prepare, submit, and coordinate environmental permits in support of Phases 1 and 2 of the project.

Objective

Phase 1 and select Phase 2 permit applications and supporting environmental documentation will be completed as part of this contract. The jurisdictions anticipated to require permits or approvals for the project include the City, Ecology, Washington State Department of Natural Resources (DNR), and the United States Army Corps of Engineers (USACE).

Consultant Services

The Consultant will provide the following services:

1. Incorporate City comments, finalize, and submit environmental documents and permit application materials that were drafted during preliminary design in 2023:
 - A. Critical Areas Report (CAR).
 - B. Biological Assessment (BA).
 - C. Shoreline Code Analysis technical memorandum.
 - D. SEPA checklist.
 - E. Joint Aquatic Resources Permit Application (JARPA) to be submitted to USACE for Section 10 and Section 404 permit, and Ecology for Section 401 Water Quality Certification (WQC). JARPA Attachment E will also be submitted to DNR for the Aquatic Lands Use Lease.

2. Prepare and submit Ecology Section 401 WQC pre-filing request and 401 request form to initiate the permit.
3. Prepare and submit the following Phase 1 permit application materials:
 - A. City of Everett Generic Land Use Permit Application Package:
 - i. Land Use Application.
 - ii. Site Plan that abides by the “Plan Set Packet Checklist” provided by City of Everett Planning Division, most recently updated in 2021.
 - iii. Narrative statement.
 - iv. Mailing list (*to be provided by City*)
 - v. SEPA checklist (prepared above, under Task 1D).
 - B. Notice of Intent (NOI) for use of NPDES Construction Stormwater General Permit.
4. Prepare and submit the following Phase 2 permit application materials:
 - A. City of Everett Application for Land Use Permit, Shoreline Substantial Development Permit, and Critical Areas Review, through the One Project Review Process, of EMC 15.02.050, to include the following:
 - i. Preapplication meeting notes.
 - ii. Land Use Application.
 - iii. Site Plan that abides by the “Plan Set Packet Checklist” provided by City of Everett Planning Division, most recently updated in 2021.
 - iv. SEPA checklist (prepared above, under Task 1D).
 - v. JARPA (prepared above, under Task 1E).
 - vi. Mailing list (*to be provided by the City*).
 - vii. Special Studies: BA, CAR, Geotechnical Engineering Report.
 - B. Floodplain development permit application consistent with requirements in EMC 19.30.080A(2).
 - C. Submit JARPA and supporting documentation to USACE to initiate Federal Permit Review of Phase 2.
5. Provide agency coordination services during permit review. This task will include application for, attendance at, and project support during one USACE pre-application meeting. This task will also include attendance at other virtual meetings, and phone calls, and up to 3 on-site meetings. This task also includes one round of edits to permit application materials and supporting documents following agency review of application materials. Support will be limited to 130 staff hours. Additional support may be provided subject to a change order.

City Responsibilities

The City is responsible for the following activities:

1. Provide applicable real estate and legal description information.
2. Sign permit forms, as necessary, and authorize the Consultant to act as the applicant's agent for permit submittals and reviews.
3. Fees, public notices, generation of mailing lists, and distribution required by the reviewing agencies.

Assumptions

The following was assumed for this task:

1. The JARPA, BA, CAR, and SEPA checklist were based on 30 percent design developed in the original contract. These documents will be updated based on comments received from the City during their initial review as well as any amendments to design for the Phase 1 elements completed under Task 700 of this scope of services. Finalization of Phase 1 has no bearing on finalization of Phase 2 design; these documents will continue to address phase 2 elements at the 30 percent design level, and it is assumed that level of design is adequate for agencies to begin their review of the overall project.
2. The JARPA is not needed to permit or construct Phase 1 but will address Phase 1 project elements as necessary to fully describe the need for and design of the Phase 2 treated stormwater discharge pipe and outfall.
3. The Consultant will complete one round of edits to state and federal permit application materials and natural resource documents based on client comments. Additional support may be provided subject to a change order.
4. The Consultant will prepare final electronic deliverables upon receipt of one set of consolidated comments on the draft versions from the City.
5. The Consultant will submit application materials to online portals.
6. City of Everett Public Works permits for Phases 1 and 2 are assumed not to be needed based on June 2023 pre-application comments on the project.
7. The WDFW Hydraulic Project Approval, DNR state-owned aquatic lands use lease application packages, and National Pollutant Discharge Elimination System (NPDES) NOI for Phase 2 work will be submitted in the Phase 2 design contract.
8. Permit acquisition will start under this scope of services, but it is anticipated that Phase 2 permits will not be fully issued until the Phase 2 design contract. The Consultant will, however, facilitate timely response to agency comments and RFIs made on applications submitted under this scope of services.
9. It is assumed that the Lexington-Broadway Stormwater Improvements Preliminary design site plans within the Phase 2 area will be accepted and may be used without change or updates for the Phase 2 permit applications.

Deliverables

The following deliverables will be produced:

1. Final CAR, BA, and Shoreline Code Analysis technical memorandum, following City review (in electronic PDF and Word formats)
2. Final SEPA checklist, following City review (in electronic PDF and Word formats)
3. Final JARPA, following City review (in electronic PDF and Word formats)
4. Draft and final Ecology Section 401 pre-filing request and 401 WQC request forms (in electronic PDF and Word formats)
5. Draft and final City permit application materials for Phase 1 construction (in electronic PDF formats, and Word format as applicable)
6. Draft and final Stormwater Construction General Permit Application for Phase 1 (in electronic PDF and Word formats)
7. Draft and final City permit application materials for Phase 2 construction (in electronic PDF formats, and Word format as applicable)
8. USACE application for pre-application meeting

Schedule

The anticipated schedule based on receipt of NTP in April 2024 is provided below.

Milestone	Date
Notice to proceed	April 2024
60% milestone deliverables	September 2024
90% milestone deliverables	November 2024
Final design milestone deliverables	March 2025

Fee

The estimated total contract amount to complete professional services identified in the scope of services is offered on a time-and-materials basis, not to exceed \$877,460 as shown below.

Task Number	Description	Estimated Fee
100	Project Management	\$80,390
200	Survey and Utility Location	\$17,580
300	Geotechnical Investigation	\$71,730
400	Cultural Resource Services	\$8,870
500	Project Reports	\$22,570
600	Engineering Design Services	\$469,010
700	Final Design Services	\$122,280
800	Bid Phase Support – Not Included	\$0
900	Design Support during Construction – Not Included	\$0
1000	Permitting	\$85,030
Total Not to Exceed		\$877,460

HDR ENGINEERING, INC. STAFF


City of Everett: Lexington-Broadway SW Improvements Phase 1

Billing Rates			
	STAFF	PROJECT ROLE	HOURLY RATES*
1	Bartle, Brian D	Managing Principal	\$400.03
2	Bergstrom, Eric C	PIC	\$373.98
3	Kinzer, Cindy Jean	PM	\$261.63
4	Bromberg, Kevin Matthew (Kevin)	Project Accountant	\$121.60
5	Rhodes, James G (Jim)	QC Lead	\$265.44
6	Norberg, Edward R	Sr. Civil	\$254.59
7	Cisakowski, David	Sr. Civil	\$214.02
8	Dexheimer, Jessica Jeanne (Jess)	Civil EIT	\$127.65
9	Schmidt, Adam Michael	CAD / Drafter	\$176.29
10	Bredehoeft, Peter R Jr. (Pete)	Estimator	\$333.25
11	Jefferson, Keyjon Marquis Lakeith	Estimator	\$122.72
12	Hijazi, Mohamad H	Sr. Structural	\$322.94
13	Rastogi, Astha	Structural EIT	\$165.89
14	Wens, Roger M (Rocky)	Structural CAD	\$200.16
15	Prindle, Douglas J	Structural QC	\$222.66
16	Gurrad, Matthew C	Landscape Architect	\$220.13
17	Smith, Caitlin May	Landscape & Irrigation EIT	\$111.55
18	Wang, Huixiang	Landscape& Irrigation	\$118.18
19	Cottini, April B	Landscape QC	\$218.40
20	Acevedo, Robert C	Sr. Traffic Engineer	\$304.16
21	Napiorkowski, Tomasz William (Tom)	Traffic Designer	\$174.34
22	Anders, Eric J	Traffic QC	\$233.28
23	Liu, Yujing (Tiffany)	Traffic Designer	\$266.05
24	Draheim, Daniel P (Dan)	Technical Editor	\$151.33
25	Rincon, Isabel C	Electrical	\$327.20
26	Gonzalez-Flores, Luis Manuel	Electrical EIT	\$155.90
27	McGowan, Kenneth L	Sr. Electrical Eng. QC	\$367.42
28	Nishimura, Shawn S	Electrical CAD	\$193.38
29	Ferris, Jennifer M	Cultural Lead	\$223.74
30	Gratrek, Leesa M	Cultural Resources Specialist 2	\$169.47
31	Johnson, Michelle Kathy	Project Coordinator	\$128.64
32	Applegate, Daniel W	PARR	\$321.76
33	Boeholt, Ann Grace	Sr. Permit Specialist	\$181.92
34	Eickelberg, Brendan Patrick	Environmental Planner	\$124.90
35	Lien, Kernen P.	Sr. Environmental Planner	\$202.91
36	Farrell, Anna Kathryn	Environmental Scientist 2	\$131.94
37	Welch, Ian D	Sr. Biologist	\$216.06
38	Holloway, Becky E	Sr. Environmental Scientist	\$272.03
39	Danielski, Lisa C	Permit QC	\$256.19
40	Zgonina, Eric Timothy	Water Resources & Modeler	\$222.66
41	Prada Portocarrero, Fatima Alejandra	Water Resources EIT	\$137.15
42	White, Patrick H	Geotechnical QA	\$299.94
43	Copp, Bryan	Urban Designer	\$254.40
44	Various	Sr. Engineer Assistance	\$368.00
45	Various	Engineer Assistance	\$208.00
46	Various	Sr. Environmental Assistance	\$281.60
47	Various	CAD / Drafter Assistance	\$217.60
48	Various*	Project Admin/Clerical Support	\$160.00

*Rates are in effect through December 31, 2024 and may be revised for appropriate cause.

EXPENSES

City of Everett: Lexington-Broadway SW Improvements Phase 1

	Mileage/mile (2023)	Meals/day	Copies/Page 11x17 Color	Copies/Page 11x17 B&W	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Bond Plots - B&W (per sq. ft.)	Total ODC	ODC Markup	Total ODC + Markup
	Travel	Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses			
OTHER DIRECT COSTS	Each	Each	Each	Each	Each	Each	Each			
Unit Cost	\$0.670	\$71.000	\$0.900	\$0.090	\$0.050	\$0.450	\$0.140		5.00%	


200	Survey and Utility Location									
	Quantity	0	0	0	0	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

300	Geotechnical										
1000	Permitting										
	Quantity	400	6	0	0	0	0				
	Task Total	\$268.00	\$426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$694.00	\$34.70	\$728.70

Total ODC	\$	348.40	\$	568.00	\$	90.00	\$	45.00	\$	-	\$	-	\$	28.00	\$	1,079.40	\$	53.97	\$	1,133.37
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SUBCONSULTANTS

City of Everett: Lexington-Broadway SW Improvements Phase 1

		DEA (Survey)	HWA Geotechnical	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS						
200	Survey and Utility Location					
	Task Total	\$13,800.00	\$0.00	\$13,800.00	\$690.00	\$14,490.00
300	Geotechnical					
	Task Total	\$0.00	\$63,413.00	\$63,413.00	\$3,170.65	\$66,583.65
Total Subconsultants		\$ 13,800.00	\$ 63,413.00	\$ 77,213.00	\$ 3,860.65	\$ 81,073.65

FEE ESTIMATE

City of Everett: Lexington-Broadway SW Improvements Phase 1



Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total For Proposal
100	Project Management	\$80,389	\$0	\$0	\$80,390
200	Survey and Utility Location	\$3,090	\$0	\$14,490	\$17,580
300	Geotechnical	\$5,145	\$0	\$66,584	\$71,730
400	Cultural Resource Services	\$8,866	\$0	\$0	\$8,870
500	Project Reports	\$22,574	\$0	\$0	\$22,570
600	Design and Engineering Services	\$468,708	\$300	\$0	\$469,010
700	Final Design Services	\$122,173	\$105	\$0	\$122,280
800	Bid Phase Support - Not Included	\$0	\$0	\$0	\$0
900	Design Support During Construction - Not Included	\$0	\$0	\$0	\$0
1000	Permitting	\$84,299	\$729	\$0	\$85,030
		\$795,244	\$1,134	\$81,074	\$877,460

**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
See attached with scope of work	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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











HDR-Lexington-Broadway Stormwater Imp-PhaseI-PSA-EE-SD

Final Audit Report

2024-05-06


Created:	2024-05-03
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZy-rjWey5wmQzrtBz4O0pkOZ_8hME2Aq

"HDR-Lexington-Broadway Stormwater Imp-PhaseI-PSA-EE-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to eemerson@everettwa.gov for approval
2024-05-03 - 6:35:13 PM GMT
-  Email viewed by eemerson@everettwa.gov
2024-05-06 - 3:43:10 PM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson
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-  Document approved by Erik Emerson (eemerson@everettwa.gov)
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 Agreement completed.

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