



**PROFESSIONAL SERVICES AGREEMENT  
(CDBG)**

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 person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Board and Vellum LLC
	115 15th Ave E Ste 100 Seattle, WA
	jeff@boardandvellum.com
City Project Manager	Katherine Phillips
	City of Everett – Parks & Facilities 802 E Mukilteo Blvd Everett, WA 98203
	kphillips@everettwa.gov
Brief Summary of Scope of Work	A&E services for design of path connecting Walter E Hall Park to 90th St SW
Beginning Date	June 1, 2023
Completion Date	December 31, 2025
Maximum Compensation Amount	\$89,496.00

<b>BASIC PROVISIONS</b>	
<b>Exhibits</b>	<p>Exhibit A: Scope of Work and cost proposal dated 5/16/2024</p> <p>Exhibit B: Board &amp; Vellum response dated February 14, 2024, to 2023-164 Request for Qualifications Walter E. Hall Park Community Connections Path</p> <p>Exhibit C: CDBG Project Provisions</p> <p>Exhibit D: CDBG General Terms and Conditions</p> <p>Exhibit E: 2023-164 Request for Qualifications Walter E. Hall Park Community Connections Path</p>
<b>Service Provider Insurance Contact Information</b>	Melanie Kelly
	206.673.2450
	Melanie.kelly@alliant.com
<b>Order of Precedence</b>	<p>Differences or conflicts between with provisions of this Agreement shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Applicable provisions of state and federal statutes and regulations including HUD Community Development Block Grant Regulations</li> <li>2. The Basic Provisions</li> <li>3. Attached General Provisions, CDBG Project Provisions (Exhibit B), and CDBG General Terms and Conditions (Exhibit C), each of which is of equal precedence. In the event of difference or conflict between these parts of this Agreement, Service Provider shall be bound by whichever provision, as determined by the City, is in compliance with applicable law and is more stringent on Service Provider and provides the City with greatest rights.</li> <li>4. Exhibit A, Service Provider's response</li> </ol>

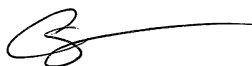
<p><b>State Retirement Systems (must answer both questions)</b></p>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> 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>
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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, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**BOARD AND VELLUM LLC**



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

06/11/2024

\_\_\_\_\_  
Date

ATTEST



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

Signature: \_\_\_\_\_



Name of Signer: Jeff Pelletier

Signer's Email Address: jeff@boardandvellum.com

Title of Signer: Managing Principal



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
JANUARY 3, 2024



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS CDBG)**

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 exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
  - A. 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, 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.
  - B. 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. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
  - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
  - D. Not Used.
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 of Everett, belong to the City of Everett. 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. The Completion Date may be extended as set forth in the Agreement.
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 the exhibit(s) to this Agreement.
  - 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.

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") at least fourteen (14) days after the date the Notice is issued. 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. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. 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 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 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.

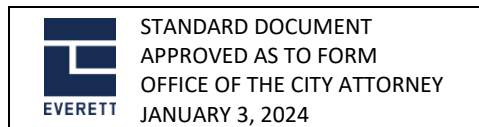
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct 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 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. **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.
32. **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  
(CDBG)**





**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(ATTACHED)**

# Walter E Hall Community Connections Pathway

City of Everett

## Scope of Work

April 30, 2024

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### Walter E Hall Community Connections Pathway

The goal of the project is to improve non-vehicular access to Walter E Hall Park by constructing a 6'-8' wide multi-use path connection between 90<sup>th</sup> street SW. The scope of work includes preparing design, engineering, including survey and geotechnical investigation, permitting, and construction documents for approximately 1800 linear feet of asphalt path.

#### Task 1 Project Administration

**Purpose:** Maintain clear communication with the city and design team to keep project on schedule and within budget.

**Deliverables:**

- Kickoff and Project set-up
- Project Schedule with monthly updates
- Monthly invoices
- Meeting agendas and minutes

#### Task 2 Base Data

**Purpose:** Collect basic site data including existing documentation, conduct a topographical survey and geotechnical investigation.

##### Task 2.1 Survey

- A) Property boundary survey of parcels
- B) Topographic survey of area shown in attachment A – Limit of Work. 2-foot contours, existing overhead and underground utilities, and portion of 90<sup>th</sup> St SW roadway
- C) Tree Survey

##### Task 2.2 Geotechnical Investigation

- A) Site Reconnaissance
  - (a) Review existing reports and data in the project vicinity
  - (b) Site observations of any ground features
- B) Subsurface Explorations
  - (a) Dynamic Cone Penetrometer Testing (DCPT) - Conduct 5-6 DCPT along the length of the potential trail alignment

- C) Geotechnical Report
  - A) Report outlining outcomes of studies and field results including surface and subsurface conditions (soil and groundwater), seismic site class and liquefaction, recommendations for supporting the multi-use trail surface and recommended pavement surface, general earthwork recommendations for excavation, fill and compaction.

**Deliverables:**

T 2.1 Topographic survey

T 2.2 Geotechnical Report

### Task 3 Preliminary Design & Permitting

**Purpose:** Prepare conceptual design for the trail alignment according to City standard specifications and details with adequate detail for preliminary pricing.

#### TASK 3.1 Schematic Design

- A) Site visit with team and City staff to evaluate the site and adjacent conditions and projects
- B) Work with City to develop compliance strategies (code, drainage, ADA) in coordination with a preapplication meeting
  - A) Review conceptual strategy with city
- C) Develop 30% design level drawings for city review and permit submittal based on approved conceptual strategy
  - A) Tree protection, erosion control and demolition plans with notes on construction access, erosion and sediment control assumes silt fence, interceptor swales and sedimentation traps,
  - B) Layout and materials plan for trail improvements including curbs, ramps and driveway approach as required
  - C) Grading Plan & Drainage Plan - including contours, spot elevations, cut/fill quantities, trail profiles, assumes trail will be exempt from water quality requirements due to low vehicular use and that stormwater will be sheet flow from the proposed path.
  - D) Planting plan and details (as needed)
  - E) Drainage report – outlining existing and developed conditions, proposed facilities, off site analysis as required by the City
  - F) Outline WSDOT specifications
  - G) Conceptual probable cost estimate

**Deliverables:**

T3.1 30% Conceptual Design Package

T3.2 Permit submittals

T3.3 City Coordination including (1) on site meeting, (1) virtual meeting to present 30% package, including (1) revision

## Task 4 Final Design

**Purpose:** Lead collaboration with City to keep project on track and meet design and budgetary goals, prepare construction document package ready for bidding, utilize the City's standard details and specifications to maximum extent feasible, continue open transparent communication with the City.

### Task 4.1 Design Documentation

- A) Refine schematic design documents to produce final design documents for bid.
  - (a) 60% Construction documents for city review and (1) revision
  - (b) 90% Construction documents for city review and (1) revision
  - (c) 100% Construction documents for city review and (1) revision
  - (d) Bid Documents

#### Deliverables:

T4.1 60%,90%,100% plans in pdf format suitable for review in Bluebeam software

T4.2 Revision of all plans and written responses to all staff comments

T 4.3 Bid Documents including Opinion of Probable Cost

## Task 5 Bid Support

**Purpose:** Provide assistance to City to issue project documents for Bidding; provide further information and clarification as needed for the purpose of obtaining accurate bids.

T5.1 Assist City prepare and issue bid documents

T5.2 Provide revisions and additional project documentation in response to questions from Bidders (1 round)

T5.3 Prepare and issue Addendum (if needed)

#### Deliverables:

TR5.1 Bid ready package including plans, contract documents, special provisions, specifications, and opinion of probable cost.

## Task 06 Construction Administration Support and Close out

**Purpose:** Provide basic construction administration services to support the city as needed.

T6.1 Construction Administration – Preconstruction kick-off meeting, (2) site visits at designated project milestones, review submittals and shop drawings, address and prepare responses to RFIs, final Punch site visit and punch notes

T6.2 Close out – prepare final records based on As-builts provided by contractor in CAD and PDF format.

#### Deliverables:

T6.1 Up to (4) site visits, sketches, responses, final punch

T6.2 Record Drawings

## Assumptions & Exclusions

- City to provide all existing documents for the project site.
- No cultural or historic artifacts will be encountered during field work.
- No deep machine testing will be needed.
- Project will not require a cultural landscape evaluation.
- Traffic studies will not be required.
- City will provide standard plans, details and specification requirements.
- Permit fees will be paid by the City.
- All utilities are available adjacent to the property and are of sufficient capacity to service the project without further review and without a required Developer's Extension Agreement.
- Evaluation of chemical properties of soil and groundwater, or presence of wetlands are not included.
- Assume to presentations to City Council, Parks Board or other community engagement.
- If needed, city will provide any services that would be performed by a certified arborist.
- Infiltration data and report on adjacent PUD site adequate for use in this project.
- Assume irrigation or seasonal watering provided by City.
- Assume SEPA is not required.
- Survey will not set parcel corners.

## Additional Services

- All other services not outlined above including additional field investigations, meetings, revisions, format changes, studies, estimates, presentations or correspondence, federal or state permitting will be considered additional services.
- Tree identification and risk assessment by a certified Arborist.
- Structural, shoring, or electrical engineering.
- Photometrics.
- Monitoring.
- Community outreach.

## Reimbursables

- Printing and plotting
- Mileage shall be reimbursed at the federally approved standard mileage rate.

Walter E Hall Community Connections Path  
Budget Overview

Consultant	Services	Total FEE
B&V	LA   PM	\$18,585
PanGeo	Geotech	\$5,196
DCW	Cost Analysis	\$9,925
CG	Civil Engineer	\$29,045
Terrane	Survey	\$13,955
	<b>SUB-TOTAL</b>	<b>\$76,706</b>
Add Item: Infiltration test		\$4,654
	<b>SUB-TOTAL</b>	<b>\$81,360</b>
Design Contingency (10%)		\$8,136
	<b>TOTAL</b>	<b>\$89,496</b>

Board & Vellum  
5/16/2024



**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(ATTACHED)**



FEBRUARY 14, 2024

Statement of Qualifications | RFQ #2023-164

# Walter E Hall Park Community Connections Path

**Everett, Washington**

Board  Vellum

115 15th Avenue East  
Seattle, Washington 98112  
206 707 8895

[boardandvellum.com](https://boardandvellum.com)

**Project Manager**

Leslie Batten, Senior Associate  
[leslie@boardandvellum.com](mailto:leslie@boardandvellum.com) | 206 673 2450

# Letter of Transmittal

**Date** February 14, 2024  
**To** City of Everett  
**From** Zack Thomas & Leslie Batten – Board & Vellum  
**Project** City of Everett Walter E Hall Park Community Connections Path

Dear Selection Committee,

Board & Vellum (B&V) and our partners are pleased to submit this proposal in response to the City of Everett's (City) Request for Qualifications for the Walter E Hall Park Community Connections Path. Our team has extensive first-hand, local experience working, living, and recreating in Everett, as well as the professional, strategic-thinking experience to benefit the City. We are excited to partner with City staff in the endeavor to make high-quality trail facilities and services that are accessible, inclusive, and enhance the quality of life for Everett's residents, while also supporting the needs for the capital maintenance plan to manage the trail infrastructure and any future growth.

The City outlined several tasks and needs for specific expertise and experience in the RFQ, including preparing design, engineering, permitting, and construction documents for nearly 1,800 linear feet of asphalt multi-use path connecting 90th St West with Walter E Hall Park. Our goal is to prepare the City for the public bidding process with bid-ready documents that ultimately produce a multi-modal linkage that enhances the existing park features, creates a better connection to the neighborhood, and economizes maintenance demands.

We envision a creative design and engineering process in collaboration with City staff to ensure all City goals and any known community goals are taken into consideration. Our team of talented supporting partners will ensure design solutions are technically robust, resulting in a successful project.

We would love to be your design team. Thank you for considering our qualifications. We look forward to the opportunity to partner with you to create an exceptional vision for Walter E Hall Park Community Connections Path.

If you have any questions as you review our submission, please don't hesitate to reach out to us.



**Zack Thomas, PLA**

Principal, Landscape & Site Design  
zack@boardandvellum.com  
206 829 8587

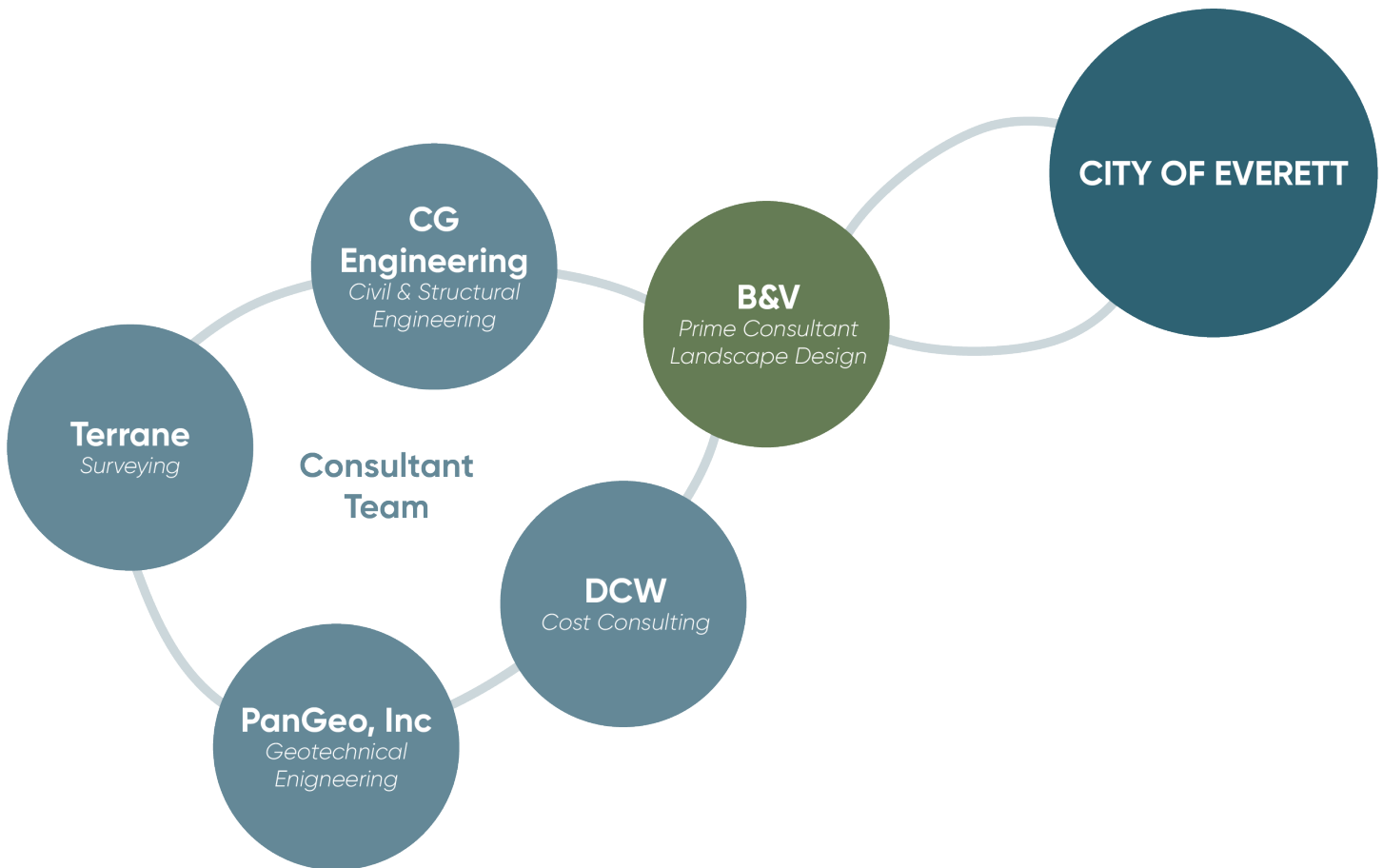


**Leslie Batten, PLA, CPSI, LEED GA**

Senior Associate, Landscape Architect  
leslie@boardandvellum.com  
206 673 2450

# 1. Qualifications & Experience

We believe teamwork is the key to success; that's why we've assembled a team that works seamlessly together, with partners who share values and a commitment to collaboration. We are excited to bring together the strengths of Board & Vellum with our consultant partners.



## A. Company Description

### Board & Vellum

Board & Vellum is a multidisciplinary architecture, interior design, and landscape architecture firm practicing for 13 years. The collective expertise of our design professionals spans many decades. Our ±50 person team leverages our deep well of shared knowledge to navigate complex projects with ease. Guided by a values-driven, client-first approach, our projects are not based around a single design aesthetic, but a vision of creating beautiful, enriching designs for clients and communities.

Our cross-disciplinary approach allows for inspired solutions that could be missed by a conventional team, and aids in our ability to work seamlessly across complex project teams. We foster a culture of open communication, innovation, and learning that prioritizes proactive design solutions. Whether public or private, indoors or outdoors, we focus on elevating experiences, designing for thoughtful impact not only on the immediate surroundings, but on the environment. We are proudly majority LGBTQ-owned, and have been a registered LGBT Business Enterprise through NGLCC since 2016.

### **CG Engineering**

Founded in 1997, CG Engineering offers two decades of experience working with developers, architects, property owners, and public agencies on civil and structural engineering and planning projects throughout the western United States. We employ an experienced team of structural and civil engineers and planners, as well as AutoCAD technicians and administrative staff. Our team efficiently handles complex projects from early land-use planning through development and construction. We emphasize outstanding customer service that builds lasting relationships within our industry and beyond.

### **Terrane**

Established in 1983, Terrane stands as a beacon of excellence in the realm of surveying services, joining decades of experience with cutting-edge technology to provide unrivaled precision and utility in our maps. We pride ourselves on the caliber of our team, our unwavering dedication to client satisfaction, and our extensive database of historic surveys, all of which empowers us to deliver the best solutions for your unique piece of the Pacific Northwest.

Terrane boasts a wealth of experience navigating the complexities of our customers' unique projects. With thousands of projects successfully completed each year spanning architectural design and permitting, infrastructure and urban development, telecommunications, and land use planning, our team recognizes the critical importance of collaboration and communication in the successful execution of all projects. By fostering close partnerships with our clients, regulatory agencies, and stakeholders, we ensure that every federally funded project progresses smoothly from our involvement to completion, achieving the highest standards of quality and compliance along the way.

### **PanGEO, Inc.**

PanGEO, Inc. is a geotechnical engineering firm serving clients in both the public and private sectors. Since its founding in 1999, PanGEO has grown steadily to its current size of 28 staff, including seven licensed Professional Engineers, eight licensed geologists, and 12 staff level geologists and engineers. A focus on top-notch client service, high quality engineering and a can-do attitude on every project are hallmarks of the firm and are evidenced with over 90 percent of our business coming from repeat clients and referrals. PanGEO's project experience includes parks, trails, bridges, pavements, roadway embankments, trenching and shoring, trenchless utility installation, pump stations, waterfront developments, port facilities, landslide evaluation, and retaining walls. From our previous experience, we are familiar with the logistical challenges involved with park projects in an urban setting.

### **DCW Cost Management**

DCW Cost Management is an independent third-party cost consultancy with offices in Seattle, WA and Portland, OR. We provide managed solutions through cost advice for our clients who are investing in infrastructure, property maintenance, and construction development. Because we are embedded in the regional construction community, we deliver costs that are reflective of the market and are detailed using a clear, efficient construction development perspective. We help clients with procurement strategies and engage with the supply chain. We have a proven track record of providing accurate cost planning and cost control services. Typically, our cost estimates fall within 5% of the low bid amounts on projects and often within 3% of the bid. Our services are provided to clients worldwide.

Our experience in the Washington construction market allows us to approach this project with confidence. We track technology and sustainability advances from a cost perspective. We work to offer our team early cost advice for informed decision making and continue through design development to provide an accurate, holistic perspective on cost. We are a Women Business Enterprise (WBE) in Washington and Oregon, a Small Contractor and Supplier (SCS), and a federally recognized Women Owned Small Business (WOSB).



## B. Project Manager



**Leslie Batten, PLA, CPSI, LEED Green Associate**

Board & Vellum, Senior Associate, Landscape Architect

**Years with Firm:** 6

**Years in Profession:** 16

**Project Role:** Project Manager

As a bridge between the built and natural environments, Leslie is committed to bringing together the program needs of the community while accentuating natural systems for mutual benefit. Her background in urban design complements her diverse experience in ecological stewardship resulting in spaces that are multi-functional and aesthetically pleasing. Leslie is passionate about public engagement with award winning results.

A thorough, detail-oriented designer, she is skilled at keeping complex projects and multidisciplinary teams focused on the project goals. She strives for innovation with an eye towards simple, long-term maintenance. Leslie enjoys working closely with clients and the community to discover the little things that make spaces delightful.

### Key Relevant Experience

- **Westside Park Rejuvenation & Master Plan:** *Leslie served as Project Manager for this reimagining of a decade-old Master Plan to create a highly programmed park for diverse community needs.*
- **Discovery Park Visitors Center Accessibility Improvements:** *Leslie served as Project Manager updating park facilities to meet new code requirements and encourage universal access.*
- **Laurelhurst Community Center Accessibility Improvements:** *Leslie served as Project Manager addressing accessibility goals through trail, path, playground, and recreational space updates on a challenging site with steep slopes and mature trees.*

## C. Key Team Members



**Zack Thomas, PLA**

Board & Vellum, Principal, Landscape & Site Design

**Years with Firm:** 7

**Project Role:** *Principal-in-Charge, Landscape Architecture*

Zack is a Landscape Architect and Principal at Board & Vellum, where he centers his approach on unraveling the complexities of each project's design, permitting, construction, and sustainability goals. Zack delights in working at the neighborhood scale and is passionate about carefully listening to clients' needs to design impactful civic and public spaces. With over 20 years of experience, Zack has led projects of varying scopes and scales, including award winning parks and civic projects, ranging from small urban plazas to an 8-acre redevelopment at the San Diego Zoo. He creates spaces that are inclusive, accessible, and sustainable while meeting budgetary goals.



**Jared Underbrink, PE**

CG Engineering, Civil Engineering Senior Project Manager

**Years with Firm:** 17

**Project Role:** *Civil Engineering*

Jared is the Civil Engineering Senior Project Manager at CG Engineering and has been with the company since 2007. Jared's civil engineering experience includes site layout and design for plats, apartment complexes, school campuses and commercial sites. Jared works closely with clients to develop creative solutions and maximize efficiency. He also has experience with low impact design techniques. He is a registered Professional Engineer in Washington.



**Greg Guillen, PE, SE**

CG Engineering, Principal

**Years with Firm:** 27

**Project Role:** *Principal-in-Charge, Civil & Structural Engineering*

As principal of CG Engineering, Greg brings over 35 years of diverse civil and structural engineering and project management experience. He has extensive experience working with team members for successful project outcomes. Greg provides Principal oversight and project management of civil site development for commercial and municipal projects. He is a current member of the Structural Engineers Association of Washington and the American Society of Civil Engineers and served five years as chairperson of the committee on Professional Registration. He is a registered Professional Engineer and a registered Structural Engineer in Washington, Oregon, and Alaska.



**Kenny Green**

Terrane, CEO

**Years with Firm:** 26

**Project Role:** *Principal-in-Charge, Surveying*

As CEO, Kenny is hyper-focused on the future of Terrane. His drive to streamline processes, innovate, and disrupt the status quo in what is often deemed a stagnant field has paved the way for Terrane to become the largest survey only firm in the state of Washington.

Kenny's is unwavering in his pursuit of making Terrane the easiest, and most reliable survey firm to work with. That vision coupled with modern technology and qualified professionals has made it possible for Terrane to complete over 10,000 surveys in western Washington under Kenny's leadership.



**Jacob Miller, PLS**

Terrane, Senior Project Surveyor

**Years with Firm:** 18

**Project Role:** *Surveying Manager*

As our Senior Project Surveyor, Jacob has a pivotal role as an accredited member, who is licensed to measure and define real property and its boundaries. His abilities include but are not limited to calculating property boundaries in preparation for our field crew, verifying all field data gathered and then preparing drawings that meet all Washington state requirements and represents true and accurate information. In addition to partnering with our Field Crew, Jacob also works with our office team and maintains internal communication between multiple departments. He supports the team in a technical and operational manner, ensuring we deliver many types of drawings efficiently and accurately.



**Emily Colin**

Terrane, Account Manager

**Years with Firm:** 4

**Project Role:** *Surveying Account Manager*

Emily will be the primary point of contact for day-to-day communication, and managing the project to ensure it stays on track. She will also act as the liaison between our internal technical team and the client for all comments, revisions, and feedback.



**Scott Dinkelman, LEG**

PanGEO Inc., Principal Engineering Geologist

**Years with Firm:** 10

**Project Role:** *Geotechnical Engineering*

Scott Dinkelman will serve as the Project Manager for the geotechnical aspects of this project, and he will be the single point of contact. Scott brings more than 25 years of technical and project management experience providing geotechnical, and engineering geology consulting services. As a Principal Engineering Geologist, Mr. Dinkelman is responsible for overall project supervision and coordination including mapping, exploration and site assessment, analysis of geologic data, design, and preparation and presentation of technical reports. Scott has worked on more than 20 park and trail projects in the past 10 years.



**Siew L. Tan, PE**

PanGEO Inc., Principal Geotechnical Engineer

**Years with Firm:** 24

**Project Role:** *Principal-in-Charge, Geotechnical Engineering*

Siew L. Tan, PE will service as Principal-in-Charge for geotechnical tasks. He has over 33 years of local experience in a wide range of public and private projects. As principal-in-charge, Mr. Tan will administer the engineering services contracts, participate in the management of individual projects, and provide oversight for all services completed.



**Andrew Jonsson**

DCW Cost Management, Senior Project Leader

**Years with Firm:** 8

**Project Role:** *Cost Estimating*

Andrew and DCW have completed multiple project types for over 200 federal projects, from feasibility through design, the stage gate process, and delivery. He has significant experience with renovation or new construction for public spaces, systems upgrades, exterior upgrades, site improvements including security and monitoring measures, seismic retrofits for public buildings including law enforcement, courthouses, and public safety buildings. Andrew will manage the cost report development, the product cost research, and confirm accuracy of all deliverables. He will also engage deeply in the reconciliation process, and provide the reconciliation documentation to the team. He will manage the coordination of all client communication.



## 2. Approach & Capability

Walter E Hall Park is a well-established park with a long history in the community. Surrounded by dense housing, there is high demand for public space of this size and character to meet the diverse recreational needs of the growing community. The City's Park Recreation and Open Space Plan (PROS) plan outlines a vision to better serve the community with multi-modal trails that create safe and accessible opportunities to link the community with their park and their desired program opportunity or activity. Our role is to help bring this vision to life. We know how important it is to tailor park programs to the constituencies they serve, and see many opportunities for this project to meet the changing needs of the neighborhood.

We believe achieving a successful project is only possible when we can deliver it on schedule and on budget while also building a strong, collaborative relationship with the City.

### **Collaboration**

A strong working relationship built on trust and respect is foundational to the success of your project. We've built our reputation through dedicated, client and community-focused service, with transparent processes that are well-managed and take the guesswork out of planning milestones, task coordination, budget, and schedules. Communication is key to our success and carries through our entire process.

### **On Schedule**

We have the capacity to meet your project requirements. Our project team leads a process that builds on the micro scale while keeping the big picture in mind, with an eye toward shepherding your project beyond conceptual design, and into further design development, construction, and, eventually, ribbon cutting.

### **On Budget**

One way we assess your project is by how closely we are meeting your financial goals. Project tracking software supports weekly budget analysis, alongside in-person check-ins to ensure the project budget and schedule are aligned with the contract. Real-world experience and close relationships with contractors means we're able to provide order-of-magnitude pricing at all phases of the project. We regularly recalibrate our estimates by reviewing current public bid results and can propose quality and economy-based changes based on your goals.

## A. Availability

Our team is deeply rooted in the Puget Sound region, with locations in Seattle, Bellevue, Bothell, Edmonds, and Snohomish. We are available per the denoted design period in the Request for Qualifications.

## B. Project Approach

### **Site Analysis**

We compile existing documentation like plans, surveys, GIS data, aerial photos, and historical data, sharing information across the team to facilitate collaborative problem solving. Our approach includes technical expertise from our entire consultant team to ensure designs are technically feasible and well-coordinated. This results in seamless, elegant, and regulatory-compliant design solutions from the beginning, allowing for more opportunities to focus on the goals and vision of the community.

### **Permitting & Environmental Review**

Our team has experience working with various regulatory bodies on many local projects with accessibility, building, grading and drainage, environmental, and cultural resource requirements. Our team's intimate knowledge of Everett's code, as well as state and federal permitting agencies, will advance project designs and fulfill future regulatory requirements. We conduct focused, regulatory studies of the site to determine the likely permitting pathway. The resulting feasibility narrative provides estimated regulatory schedule and milestones, identifies additional studies or reports that may be required, and discusses significant challenges or variables to consider during design development and implementation.

### **Budget & Cost Analysis**

Our approach to cost planning begins with a comprehensive understanding of the stakeholder's project goals. We take the time to engage with all project stakeholders and understand their unique concerns and priorities. This approach enables us to develop cost plans that represent a complete perspective, ensuring that all project requirements are taken into account.

Our approach involves going into the market and confirming material availabilities and lead times, labor skill sets, and contractor availability based solely on the attributes of this project. Based on this information, we provide risk observations and recommend contingencies specific to each risk item, which are outlined in our risk register. This approach is especially important in construction, where the availability and cost of material and labor can be very volatile, and risks need to be accounted for and mitigated as early as possible. We constantly monitor our risk register and update it as required, ensuring you have access to a living document that accurately reflects the current risks involved in the project and their associated contingencies. This approach ensures that we are always up-to-date on the latest risk factors involved in the project and can mitigate them accordingly. By taking a proactive and comprehensive approach to cost planning, we can ensure that construction projects are completed successfully, on time, and within budget.

### **Trail Design**

A key factor when considering design opportunities for the multi-use path will be identifying where visitors will most want to go, and then allowing that to happen with the landscape as the framework. We understand that although a straight line is the most direct, there is benefit and cost savings to working with the grades, allowing opportunity for drainage, aspect, and slope to work in our favor for accessibility, site lines, and comfort on the body. A good trail capitalizes on building interest by engaging with park destinations, viewpoints, other access points, and intersections with other visitors, while recognizing and accommodating desire lines. We will start our planning efforts with first understanding how this trail will serve the neighborhood, and then identifying how the trail fits into the larger park. This will allow us to create a cohesive Connections Path that best reflects the needs of the community.

### **Sustainability**

We share the City's goal of minimizing environmental impact for the benefit of future generations. Our modeling software tools can help evaluate environmental impacts, enabling comprehensive sustainable designs that comply with the City's Climate Action Plan, facilitate code requirements and sustainability goals, and complement the City's maintenance requirements.

### **Universal Design**

Our team approaches our work with universal, barrier free design as a building principle, not an afterthought. We create innovative spaces where people of all ages and abilities can recreate, relax, and explore safely at their own pace – a universally-accessible experience for all.

### **Placemaking**

We celebrate a site's history, its underlying natural processes, its civic elements, and its role in contributing to our environment, cultural well-being, and climate resiliency. Allowing a site to inform the design process results in lower environmental impacts and costs, and produces inviting, resilient public spaces the whole community can enjoy. Our process prioritizes the continuing health of the park system, which relies on the City's sound management policies, ongoing park maintenance, and periodic park renovation.

Our team's experience with not only trail and boardwalk design, as well as active and passive recreation opportunities, such as sport courts, playfields, picnic areas, nature trails and even places to observe nature, will facilitate designs that offer a wide array of programming elements to meet the needs of a diverse range of user experiences, ages, and abilities, while allowing flexibility for future expansion as the community grows and program needs change.

### **Quality Assurance/Quality Control**

We include a Quality Review role by an experienced staff member independent of the project to get fresh eyes and additional expertise at regular intervals and in advance of major milestones or deliverables. Our process tracks markups and resolved issues, assigns tasks to team members, and prioritizes tasks based on milestone and deliverable for added efficiency.

## **C. Risks**

Overall, we see few risks associated with your project. Minor risks will likely be alleviated once we have more information about the specific project site and boundaries so we can better tailor our scope, such as extents of topographic mapping, utility locations, surveying, and geotechnical evaluation. One major risk is whether additional partners will be necessary such as an arborist or critical area specialist.

## **D. Ability to Estimate & Forecast Construction Cost**

Our team has provided cost planning services for many parks and recreation projects, totaling over 90 projects in the past seven years throughout Washington and Oregon, with additional projects nationwide. Our expertise includes sports fields, play areas, community facilities, display gardens, trails, water features, overlook/respice areas, the assessment of earthwork, landscaping, wetland mitigation and stormwater management, open meadows, and forested areas. Our services extend beyond direct construction costs, as we provide our clients with total project cost development including soft costs, O&M and help define elements for fundraising opportunities. We know the contractor and supply chain communities in Washington and understand how to manage costs through the evolving construction markets including jurisdictional cost pressures. Our benchmarking is based on our very current experience within the market, since we often negotiate guaranteed maximum pricing (GMP) at a very granular level. Additionally, we achieve great results by partnering with the team to recommend both functional ways to deliver projects and the timing in which to deliver them.

# 3. Performance

## Westside Park Renovation & Master Plan Updates

<b>Dates</b>	2018 – 2022	<b>Client</b>	City of Redmond
<b>Project Team</b>	Board & Vellum	<b>Reference</b>	Carrie Hite, Director
<b>Project Address</b>	5810 156th Avenue NW Redmond, WA 98052		Parks & Recreation Strategy
<b>Project Services</b>	Master Planning, Public Outreach, Consultant Coordination, Construction Contract Administration	<b>Telephone</b>	360 379 2979
		<b>Email</b>	chite@cityofpt.us
		<b>Contract Value</b>	\$1.9M (Initial Budget) \$1.5M (Construction Value)



Board & Vellum’s role on Westside Park’s renovation included thoughtfully revising a decade-old Master Plan to better serve the contemporary neighborhood. Improvements included expanding the park’s connection with the Bridle Crest Trail system with additional multi-modal trails and loop paths, creating a more challenging play area for all ages and abilities, developing a larger sport court, updating drainage and surfacing in a large open space fields all while protecting and celebrating several wetlands and streams.

We landed on a program that was met with community approval while remaining sensitive to Parks Department needs and the site’s constraints. Close collaboration between city, community, and other stakeholders resulted in a highly programmed neighborhood park with something for everyone. Two years to the date from the first community meeting, Westside Park opened to the public.



## Discovery Park Visitors Center Accessibility Improvements

<b>Dates</b>	2020 – 2024; Complete	<b>Client</b>	Seattle Parks & Recreation
<b>Project Team</b>	Board & Vellum	<b>Reference</b>	Janice Liang Senior Capital Projects Coordinator
<b>Project Address</b>	Seattle, WA 98199	<b>Telephone</b>	206 507 3058
<b>Project Services</b>	Landscape Architecture	<b>Email</b>	janice.liang@seattle.gov
		<b>Contract Value</b>	\$1,489,000 (Construction Value)



Seattle Parks & Recreation adopted new accessibility codes that required updates to existing facilities to encourage universal access. The Discovery Park Visitors Center recently underwent building and site upgrades to meet these new goals. At the heart of a trail network, the Visitors Center is a hub of paths that lead out into the park. Several of these trails were updated to accommodate lower slopes, wider clearances, and to include companion seating. A new multi-use trail offers a meandering path along the forest edge with an accommodating grade, maintaining maintenance access, while companion seating areas and additional site benches offer moments to sit and enjoy nature. Visitors have better access to and around the trail head kiosk, as well as to the sport courts, while the amphitheater now hosts companion seating in the heart of the show, all softened with plantings that reflect the local forest.

## Laurelhurst Community Center Accessibility Improvements

<b>Dates</b>	2020 – 2024; Under Construction	<b>Client</b>	City of Seattle
<b>Project Team</b>	Board & Vellum	<b>Reference</b>	Steve Levengood Senior Capital Project Manager
<b>Project Address</b>	Seattle, WA 98199	<b>Telephone</b>	206 386 4556
<b>Project Services</b>	Landscape Architecture	<b>Email</b>	Stephen.Levengood@seattle.gov
		<b>Contract Value</b>	\$1,753,462 (Construction Value)



Laurelhurst Community Center is an historic building centered in a large park with sprawling open space that includes large canopy mature trees, large play fields, tennis courts, a playground, trails and even a fire pit. Our role was to update pedestrian access to the community center, and throughout the park via accessible trails and paths. The site posed many challenges with steep slopes and major grade changes as well as large mature trees that could be impacted with trail updates. Long, meandering paths proved to be the solution to the grade changes, while an elevated boardwalk lifts a portion of the trail above tree roots, providing much desired access between the playground and comfort station. We are always exploring solutions for achieving universal access while balancing sensitive site features, maintenance, and sustainability.

# North Portwalk and Seawall Reconstruction

<b>Dates</b>	2023 – Present	<b>Client</b>	Port of Edmonds
<b>Project Team</b>	CG Engineering	<b>Reference</b>	Brian Menard
<b>Project Address</b>	300 – 336 Admiral Way Edmonds, WA 98020		Director of Facilities & Maintenance
<b>Project Services</b>	Civil Engineering & Structural Design	<b>Telephone</b>	425 673 2010
		<b>Email</b>	bmenard@portofedmonds.org
		<b>Contract Value</b>	\$30M



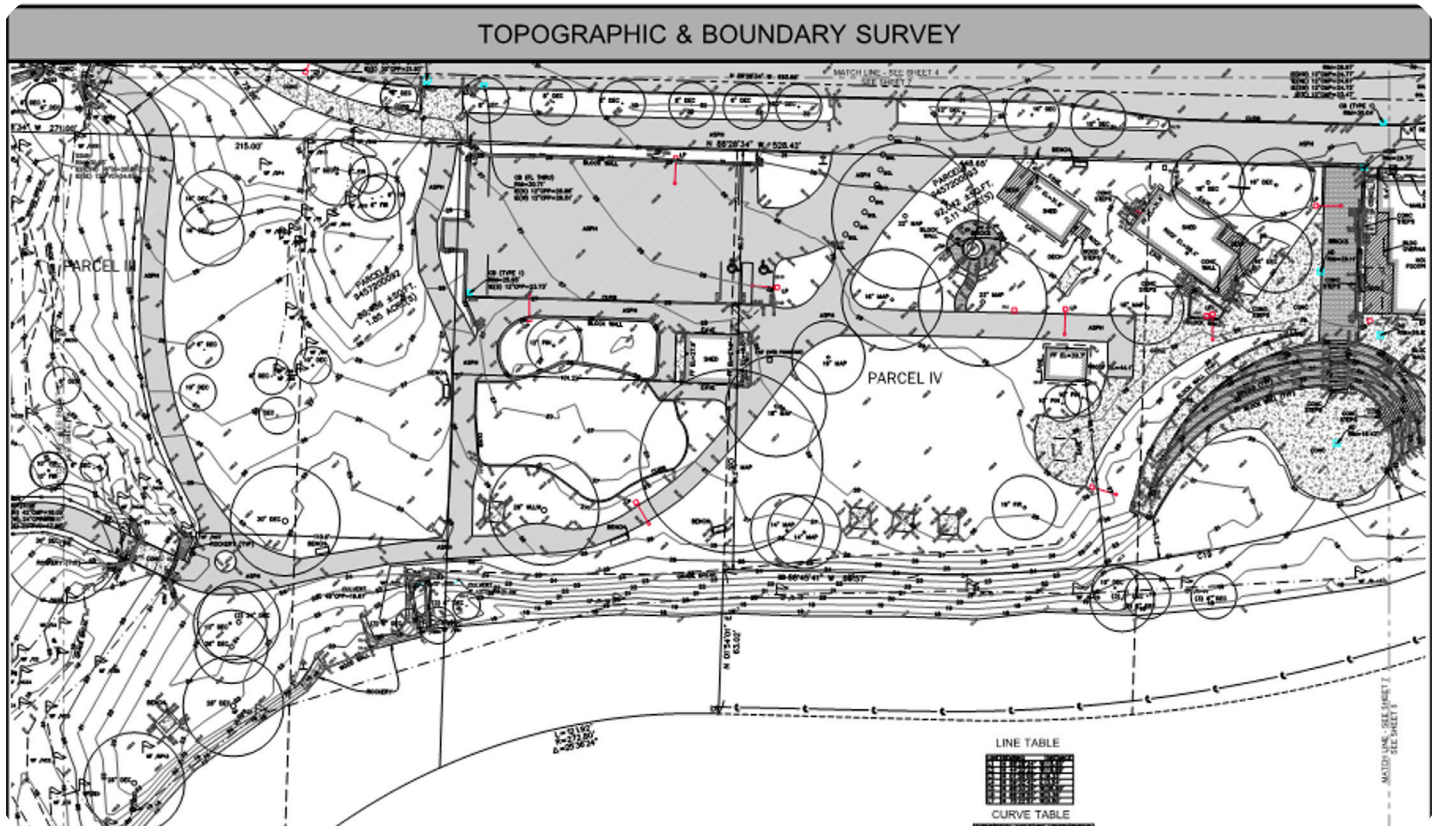
CG Engineering is working on the civil and structural design for a new Seawall and Portwalk along the waterfront in Edmonds, WA. The Portwalk area being replaced is 950 feet long and will provide an improved public access experience and increase tenant usability. CG Engineering. Working with the design team and with the Port of Edmonds, the civil engineering plans will work to provide utilities serving the boat parking areas below and the facilities added along the walking path. Plaza areas, parking lots, lighting, landscaping and restroom buildings will be added along the route to enhance the look of the area and the user experience.



## The Park at Bothell Landing

**Dates** 2023 – Present  
**Project Team** Terrane  
**Project Address** 9929 NE 180th Street  
Bothell, Washington 98011  
**Project Services** Boundary & Topographic Survey

**Client** City of Bothell  
**Reference** Vinita Sidhu, Principal  
Site Workshop  
**Telephone** 206 285 3026  
**Email** vinitas@siteworkshop.net  
**Contract Value** \$25K



For this Master Plan project, Terrane computed parcels for boundary determination, plotted bearings and dimensions, established survey control to site, and performed a full boundary survey staking exterior lot corners. Our working included locating lines of occupation/fences and plot encroachments, if any. Additionally, we're performing a full topographic survey within the provided markup (2-foot contours, NAVD 88 Datum). Topography to include, but is not limited to, spot elevations, structures, finish floor and peak elevations, eaves, decks, stairs, walls, rockeries, improvements, surfaces, wetland flagging, wetland and stream location, significant trees and drip-lines, street, high voltage lines fronting site with elevation of lines at pole, property lines and at the sag point with time and temperature, visible utilities and inverts, etc. Revisions are currently in progress as we wait on the City for Title Report.

## Chambers Creek Park

**Dates** 2020 – 2024  
**Project Team** PanGEO, Inc.  
**Project Address** 6320 Grandview Drive West  
University Place, WA 98467  
**Project Services** Geotechnical Investigation

**Client** Pierce County  
**Reference** Roger Kuydendal  
Gray & Osborne  
**Telephone** 360 454 5490  
**Email** rkuykendall@g-o.com  
**Contract Value** \$47,419



PanGEO prepared the geotechnical report and geologic hazards assessment for the construction of new trails, boardwalks and two pedestrian bridges at this 900-acre park. Our service scope included providing a slope stability reconnaissance of the park slopes and existing trails to assist with determining potential trail alignments and routes in areas that are more stable. We also prepared recommendations to stabilize marginally stable slopes in the immediate area of the pedestrian bridge abutments using micropiles.

## Northgate Park Accessibility Improvements

**Dates** 2021  
**Project Team** DCW Cost Management  
**Project Address** 9415 N Geneva Avenue  
Portland, OR 97203  
**Project Services** Cost Estimation

**Client** Portland Parks & Recreation  
**Reference** Taj Hanson, Project Manager  
Walker Macy  
**Telephone** 503 425 1128  
**Email** thanson@walkermacy.com  
**Contract Value** \$325K (Initial Budget)




The intent of this project is to remediate all the barriers noted on the ADA Transition Plan Site Map for Northgate Park. In general, the project design includes but is not limited to: remove and replace most of the existing pathways, construct new accessible spectator and player seating areas at the ballfields, construct new pathways to some of the picnic areas and replace some of the picnic tables and pads, replace two curb ramps, and fixing the accessible parking space in the parking lot, and replace concrete pads around benches and/or trash cans so that they meet accessibility requirements.



City of Everett  
**REQUEST FOR QUALIFICATIONS**  
 RFQ No. 2023-164  
**Walter E. Hall Park Community Connections Path**

The undersigned hereby declares that he or she is duly authorized to complete and submit this Statement of Qualifications and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect, or misleading information may be a reason for a determination of non-responsibility by the City of Everett.

Company Name: <b>Board &amp; Vellum</b>		
Company Address: <b>115 15th Avenue East</b>		
City: <b>Seattle</b>	State: <b>WA</b>	ZIP: <b>98112</b>
Tax ID #: <b>27-5565006</b>	UBI #: <b>603090966</b>	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. <b>LLC</b>		
Diversity Certification (if applicable): <input type="checkbox"/> <b>Disadvantaged Business Enterprise (DBE)</b> <input type="checkbox"/> <b>Minority Business Enterprise (MBE)</b> <input type="checkbox"/> <b>Women Business Enterprise (WBE)</b> <input type="checkbox"/> <b>Minority Women Business Enterprise (MWBE)</b> Certification number:		
Website: <b>www.boardandvellum.com</b>	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official): <b>Leslie Batten</b>	Supplier Contact Title: <b>Senior Associate</b>	
Supplier Contact Email: <b>leslie@boardandvellum.com</b>	Supplier Contact Direct Phone: <b>206-673-2450</b>	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:
Authorizing Official Name: <b>Zack Thomas</b>	Authorizing Official Title: <b>Principal</b>	
Authorizing Official Email: <b>zack@boardandvellum.com</b>	Authorizing Official Phone: <b>206-829-8587</b>	
Authorizing Official Signature* and Date:  <span style="float: right;">February 14, 2024</span>		
<small>*A signature means an original signature, a copy of an original signature, a PDF scan of an original signature, or a DocuSign/AdobeSign electronic signature.</small>		

City of Everett  
**REQUEST FOR QUALIFICATIONS**

RFQ No. 2023-164

**Walter E. Hall Park Community Connections Path**

**CERTIFICATE OF NONDEBARMENT / SUSPENSION**

- To be completed by the Prime Contractor of this bid and any Subcontractors that will be affiliated with the work in this bid.
- Return the completed form with the original bid package.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project),  
Board & Vellum hereinafter referred to as *Vendor*, certifies, by  
submission of this document, that neither it nor its principals is presently debarred, suspended,  
proposed for debarment, declared ineligible or voluntarily excluded from participation in this  
transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall  
attach an explanation to this submittal.

**The Vendor, Board & Vellum, certifies or affirms the truthfulness and  
accuracy of the contents of the statements submitted on or with this certification and  
understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**



\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
February 14, 2024

\_\_\_\_\_  
Date

**THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY  
SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID. RETURN ALL  
COMPLETED FORMS WITH ORIGINAL BID PACKAGE.**

City of Everett  
**REQUEST FOR QUALIFICATIONS**

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Walter E. Hall Park Community Connections Path

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LOWER TIER COVERED TRANSACTIONS**

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project), CG ENGINEERING hereinafter referred to as *Vendor*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall attach an explanation to this submittal.

The Vendor, CG ENGINEERING, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Changchao  
Signature of Authorized Official

MANAGING PRINCIPAL  
Title of Authorized Official

2/15/24  
Date

**THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY  
SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID. RETURN ALL  
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City of Everett  
REQUEST FOR QUALIFICATIONS

RFQ No. 2023-164

Walter E. Hall Park Community Connections Path

**CERTIFICATE OF NONDEBARMENT / SUSPENSION**

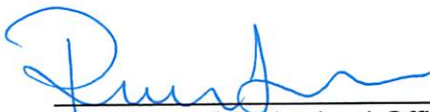
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INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project), Terrane, Inc. hereinafter referred to as *Vendor*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall attach an explanation to this submittal.

The Vendor, Terrane, Inc., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

CRO

Title of Authorized Official

2/15/24

Date

THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID. RETURN ALL COMPLETED FORMS WITH ORIGINAL BID PACKAGE.

City of Everett  
REQUEST FOR QUALIFICATIONS

RFQ No. 2023-164

Walter E. Hall Park Community Connections Path

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- To be completed by the Prime Contractor of this bid and any Subcontractors that will be affiliated with the work in this bid.
- Return the completed form with the original bid package.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project),  
PanGeo Inc hereinafter referred to as *Vendor*, certifies, by  
submission of this document, that neither it nor its principals is presently debarred, suspended,  
proposed for debarment, declared ineligible or voluntarily excluded from participation in this  
transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall  
attach an explanation to this submittal.

The Vendor, PanGeo, Inc., certifies or affirms the truthfulness and  
accuracy of the contents of the statements submitted on or with this certification and  
understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

Principal Geotechnical Engineer  
Title of Authorized Official

Feb. 15, 2024  
Date

THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY  
SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID. RETURN ALL  
COMPLETED FORMS WITH ORIGINAL BID PACKAGE.



City of Everett  
**REQUEST FOR QUALIFICATIONS**

RFQ No. 2023-164

**Walter E. Hall Park Community Connections Path**

**CERTIFICATE OF NONDEBARMENT / SUSPENSION**

- To be completed by the Prime Contractor of this bid and any Subcontractors that will be affiliated with the work in this bid.
- Return the completed form with the original bid package.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under an FTA project), DCW Cost Management hereinafter referred to as *Vendor*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall attach an explanation to this submittal.

**The Vendor, DCW Cost Management, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**



\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
2/15/2024

\_\_\_\_\_  
Date


**THIS FORM SHALL BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID. RETURN ALL COMPLETED FORMS WITH ORIGINAL BID PACKAGE.**



City of Everett <b>REQUEST FOR QUALIFICATIONS</b> RFQ No. 2023-164 <b>Walter E. Hall Park Community Connections Path</b>
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## CERTIFICATION REGARDING CONFLICT OF INTEREST

The Vendor is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Vendor hereby certifies under penalty of perjury under the laws of the State of Washington that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Vendor, any affiliates, any proposed subconsultants or key personnel of any of these organizations.		
Vendor/Company Name: Board & Vellum		
Authorizing Official Name: Zack Thomas	Authorizing Official Title: Principal	
Authorizing Official Signature: 	Date: February 14, 2024	

**OR**

Name of Individual/Company to which potential conflict of interest might apply:		
Nature of potential conflict of interest:		
Proposed Remedy:		
Vendor/Company Name:		
Authorizing Official Name:	Authorizing Official Title:	
Authorizing Official Signature:	Date:	

RFQ No. 2023-164

Walter E. Hall Park Community Connections PathCERTIFICATION REGARDING  
LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Board & Vellum, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Zack Thomas

Signature of Contractor

Print Name Zack Thomas

Principal

Title

115 15th Avenue East

Address

February 14, 2024

Date

Seattle  
City

WA  
State

98112  
Zip

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See next page for instructions.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <div style="display: flex; justify-content: space-between;"> <span>Prime</span> <span>Subawardee</span> </div> Tier _____, if known :   Congressional District, if known : <sup>4c</sup>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>    Congressional District, if known :
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable :	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# CERTIFICATION REGARDING LOBBYING BY SUBCONTRACTOR

Form 8.06 is only required for any subcontract that exceeds \$100,000.

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor

Print Name

Title

Address

Date

City

State

Zip

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**THIS FORM MUST BE COMPLETED BY ANY SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID FOR CONTRACTS THAT EQUAL OR EXCEED \$100,000.00. FORMS MUST BE PROVIDED PRIOR TO AWARD.**



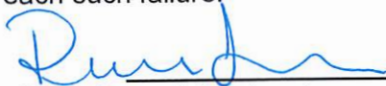
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Signature of Contractor

Rachel Ferguson

Print Name

CRO

Title

10801 Main Street, Ste 102

Address

2/15/24

Date

Bellvue

City

WA

State

98004

Zip

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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Signature of Contractor		Print Name <u>Michael Xue</u>	
<u>Principal Geotechnical Engineer</u>		<u>3213 Eastlake Ave E, Ste B</u>	
Title		Address	
<u>2/15/2024</u>		<u>Seattle</u>	<u>WA</u>
Date		City	State
			<u>98102</u>
			Zip

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**THIS FORM MUST BE COMPLETED BY ANY SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID FOR CONTRACTS THAT EQUAL OR EXCEED \$100,000.00. FORMS MUST BE PROVIDED PRIOR TO AWARD.**

# CERTIFICATION REGARDING LOBBYING BY SUBCONTRACTOR

**Form 8.06 is only required for any subcontract that exceeds \$100,000.**

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor

Trish Drew

Print Name

Managing Director

Title

415 1st Ave N, #9671,

Address

2/15/2024

Date

Seattle,

City

WA

State

98109-4503

Zip

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**THIS FORM MUST BE COMPLETED BY ANY SUBCONTRACTORS THAT WILL BE AFFILIATED WITH THE WORK IN THIS BID FOR CONTRACTS THAT EQUAL OR EXCEED \$100,000.00. FORMS MUST BE PROVIDED PRIOR TO AWARD.**

**EXHIBIT C**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(ATTACHED)**

**Exhibit C**  
**CDBG Project Provisions**  
**Scope of Services, Time of Performance, and  
Payment**

**I. Scope of Service**

A. Activities/Project Description

The City will be responsible for administering the project as described in the Agreement in a manner consistent with any standards required as a condition of the project. The project will include activities eligible under the Community Development Block Grant Program and incorporated into the agreement for project management, payment submission, accomplishment tracking, and additional responsibilities as needed for City monitoring. In these exhibits, the terms “project” and “program” and “Work” all refer to Service Provider’s activities under this Agreement.

B. National Objectives

The City certifies that the activities carried out with funds provided under this Agreement will meet CDBG National Objectives, as identified by the City of Everett, “Benefit low/moderate income persons” - as defined in [24 CFR Part 570.208](#).

C. Not Used.

D. Performance Monitoring

The City will monitor the performance of the project against the goals and performance standards required herein through quarterly reports and on-site and/or virtual site visits. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken within a reasonable period of time, as determined by the City and after being notified by the City, contract suspension or termination procedures will be initiated.

E. Levels of Accomplishment - Goals and Performance Measures

Residents of the City of Everett, Washington must benefit from the services funded in accordance with this Agreement. For the purposes of this Agreement, a resident of the City of Everett is a person who resides within the City limits established by the City’s Planning and Zoning maps.

The City agrees to track performance accomplishments as required by the U.S. Department of Housing and Urban Development (HUD) and the City. The City will report the accomplishments quarterly.

F. Not Used.

**II. Time of Performance**

The term "Project Period" as used in this Agreement means the period of time between the beginning date stated in the Basic Provisions and the completion date stated in the Basic Provisions.

City staff shall commence work at the completion of Environmental Determination by the City of Everett's Community Development staff or at the beginning of the Program Year, whichever shall occur latter.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the City staff remain in control of CDBG funds or other assets committed to this activity, including program income.

**III. Not Used.**

**IV. Payment**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the Maximum Compensation Amount (stated in the Basic Provisions) for undertaking the Project.

Payments may be contingent upon certification of financial management systems in accordance with the standards specified in 2 CFR 200 Uniform Administrative Requirements.

**V. Not Used.**

**VI. Not Used**

**EXHIBIT D**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(ATTACHED)**



**Exhibit D**  
**CDBG General Terms and Conditions**

**I. General Conditions**

A. General Compliance

The Service Provider agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Service Provider does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Service Provider does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Service Provider also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Service Provider further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Not Used

C. Not Used

D. Insurance & Bonding

In addition to insurance requirements elsewhere in this Agreement, Service Provider shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Service Provider shall comply with the bonding and insurance requirements of 2 CFR 200 Uniform Administrative Requirements for Bonding and Insurance.

E. Funder Recognition

The Service Provider shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The City and Service Provider may amend this Agreement at any time provided as set forth in the General Provisions. Such amendments shall not invalidate this Agreement nor relieve or release the City or Service Provider from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Service Provider.

G. Agreement Suspension or Termination

In accordance with 2 CFR 200 Uniform Administrative Requirements, the City may, in addition to City's suspension and/or termination rights elsewhere in this Agreement, suspend or terminate this Agreement if the Service Provider materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Service Provider to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Service Provider to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the City or the Service Provider, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award/this Agreement in its entirety.

H. Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement, and prior to its normal completion, the City may, in addition to the City's other termination rights under this Agreement, summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination

provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Service Provider or its representative.

The City agrees to promptly notify the Service Provider of any proposed reduction in funding by Federal or other officials. The Service Provider agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

I. Hold Harmless

In addition to the Service Provider's defense, indemnity, and hold harmless obligations elsewhere in this Agreement, the Service Provider shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, liability, charges, losses and judgments whatsoever that arise out of the Service Provider's performance or nonperformance of the services or subject matter called for in this Agreement.

II. **Administrative Requirements**

A. Financial Management

1. Accounting Standards: The Service Provider agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Service Provider shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained: The Service Provider shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets the National Objective and subcategory of the CDBG program listed in the Basic Provisions;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200 Uniform Administrative Requirements; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Service Provider shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.
  3. Client Data: If applicable, the Service Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or its designees for review upon request.
  4. Disclosure: If applicable, the Service Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Service Provider's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, or unless required by law.
  5. Property Records: The Service Provider shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
  6. Close-Outs: The Service Provider's obligations to the City under this Agreement shall not end until all close-out requirements determined as necessary by the City are completed, notwithstanding any expiration or termination of this Agreement. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Service Provider has control over CDBG funds, including program income.

In the event that this Agreement is terminated in whole or part for any reason, unless otherwise determined by the City, the following provisions shall apply:

- a. Upon written request by the Service Provider, the City shall make or arrange for payment to the Service Provider of allowable reimbursable costs not covered by previous payments.
  - b. The Service Provider shall submit within thirty (30) days after the date of expiration of this Agreement all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City of Everett or its designee.
  - c. In the event a financial audit has not been performed prior to close-out of this Agreement, the City retains the right to withhold a just and reasonable sum from the final payment to the Service Provider after fully considering the recommendation on disallowed costs resulting from the final audit.
7. Audits & Inspections: In addition to any other audit provisions elsewhere in the Agreement, all Service Provider records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within 30 days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Service Provider hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Service Provider audits and, as applicable, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

C. Reporting and Payment Procedures

1. Program Income: The Service Provider shall report quarterly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Service Provider shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Service Provider may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.
2. Indirect Costs: If indirect costs are charged, the Service Provider will develop an indirect cost allocation plan for determining the appropriate Service Provider's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.
3. Payment Procedures and Timing: The City will pay to the Service Provider funds available under this Agreement based upon information submitted by the Service Provider and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Service Provider, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Service Provider accounts. The

Service Provider agrees to submit payment request at least quarterly. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Service Provider.

D. Procurement

1. Compliance: The Service Provider shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
2. OMB Standards: Unless specified otherwise within this agreement, the Service Provider shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200 Uniform Administrative Requirements.
3. Travel: The Service Provider shall obtain written approval from the City for any travel outside the Seattle/Everett area with funds provided under this Agreement.
4. Build America, Buy America (BABA): The Service Provider must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 Uniform Administrative Requirements and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Service Provider shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Service Provider's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Service Provider fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Service Provider shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute



program income to the City. The Service Provider may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Service Provider for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

### **III. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

To the extent applicable to the project, the Service Provider agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Ant displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Service Provider shall provide relocation assistance to persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Service Provider also agrees to comply with applicable City resolutions and policies concerning the displacement of persons from their residences.

### **IV. Personnel & Participant Conditions**

#### **A. Civil Rights**

1. Compliance: The Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975; Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.
2. Nondiscrimination: The Service Provider agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Service Provider shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon,

providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Service Provider, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504: The Service Provider agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Service Provider with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement

B. Affirmative Action

1. Affirmative Action Plan: The Service Provider agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
2. Women and Minority Owned Businesses W/MBE: The Service Provider will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Service Provider may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. Access to Records: The Service Provider shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Service Provider will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Service Provider's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that it is an Equal Opportunity or Affirmative Action employer. The Service

Provider will include the appropriate Equal Opportunity logo and/or slogan in their institutional brochures.

The goal is the use of the Equal Opportunity logo or slogan as a part of the outreach effort which will help affirmatively further fair housing.

C. Employment Restrictions

1. Prohibited Activity: The Service Provider is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Labor Standards: The Service Provider agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Service Provider agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Service Provider shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Service Provider agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Service Providers engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Service Provider of its obligation, if any, to require payment of the higher wage. The Service Provider shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Washington State Prevailing Wages: The Service Provider shall comply with all applicable provisions of Chapter 39.12 of the Revised Code of Washington concerning prevailing wages, shall provide the City with all documents required therein, and shall pay not less than the prevailing rate of wage to such laborers, workers, or mechanics in each trade or occupation required for the work, whether performed by the Service Provider, subcontractors, or other persons doing or contracting to do the whole or any part of the work subject to prevailing wages and contemplated by this Agreement. The execution date of this Agreement shall be the effective date for any prevailing wages required to be paid under this Agreement. The State of Washington prevailing wage rates applicable for this project, which is located in Snohomish County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Service Provider and any of the Service Provider's subcontractors. Failure to fulfill these requirements shall subject the City, the Service Provider and any of the Service Provider's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Service Provider certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Service Provider further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) and as implemented by the regulations set forth in 24 CFR 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to Section 3 workers within the metropolitan area in which the project is located, and where feasible, given to Section 3 workers residing within the service area or the neighborhood of the project and to participants in Youth Build programs. Furthermore, that contracts for work awarded in connection with the Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area in which the project is located and, where feasible, to Section 3 workers within the service area or the neighborhood of the project and Youth Build programs."

The Service Provider further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons particularly those who receive government assistance for housing and/or residents of the project area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities

for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Service Provider certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Service Provider agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Service Provider will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Service Provider will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability: The Service Provider shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts:

- a. Approvals

The Service Provider shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

- b. Monitoring

The Service Provider will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports

and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Service Provider shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Service Provider shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Debarment

The Service Provider shall not contract with any business who has been debarred, suspended, or deemed ineligible to work with Federal funds as set forth in 24 CFR 570.609

3. Hatch Act: The Service Provider agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
4. Conflict of Interest: The Service Provider agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Service Provider further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Service Provider hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Service Providers which are receiving funds under the CDBG Entitlement program.

5. Lobbying:

The Service Provider hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such persons shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 6. Copyright: If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- 7. Religious Organization: The Service Provider agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **V. Environmental Conditions**

### **A. Air and Water**

The Service Provider agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Service Provider shall assure that for activities located in an area identified by Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Service Provider agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Service Provider agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**VI. Notice to Proceed**

No work on the program shall occur prior to the notice to proceed without written approval from the City. The City shall furnish the Service Provider with written notice to proceed upon release of funds from HUD related to the project pursuant to 24 CFR Part 58.

**VII. Licensing and Program Standards**

The Service Provider agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

**VIII. Local Financial Support**

This Agreement shall not be utilized to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

**IX. Assignment and/or Subcontracting**

The Service Provider shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the contract.

**X. Standards for Fiscal Accountability**

- A. The Service Provider agrees to maintain books, records, documents, accounting procedures, and practices which accurately reflect all direct and indirect costs related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments", hereinafter referred to as "BARS", as issued by the Office of State Auditor, State of Washington. The Service Provider further agrees that the City shall have the right to monitor and audit the fiscal components of the organization to ensure that actual expenditures remain consistent with the terms of this Agreement. The Service Provider shall retain all books, records, documents and other material relevant to the Agreement for three (3) years after settlement of this Agreement. The Service Provider agrees that the City, the U.S. Department of Housing and Urban Development, the Washington State Auditor, or their designees, shall have full access to and right to examine any of said materials at all reasonable times during said period.
- B. The Service Provider agrees that any contributions or payments made for services furnished under this Agreement shall be used for the sole benefit of this program.

**XI. Covenant Against Contingent Fees**

The Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Service Provider for the purpose of securing business. The City of Everett shall have the right, in the event of breach of this clause by the Service Provider, 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 commissioner, percentage, brokerage or contingent fee.

**XVI. Conflict of Interest**

- A. In the event this Agreement is terminated because it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise offered or given by the Service Provider, or agent or representative of the Service Provider, to any officer or employee of the City of Everett, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Agreement.
- B. The City shall be entitled to pursue the same remedies against Service Provider as it could pursue in the event of a breach of the Agreement by the Service Provider. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**XVII. Non assignability of Claims**

No claim arising under this Agreement shall be transferred or assigned by the Service Provider without written consent of the City.

**XVIII. Rights in Data**

The City may duplicate, use and disclose in any manner and for any purposes whatsoever, and have others so do, all data delivered under this Agreement. The Service Provider hereby grants to the City a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data now or hereafter covered by copyright, provided, that with respect to data not originated in the performance of this Agreement, such license shall be only to the extent that the Service Provider has the right to grant such license without becoming liable to pay compensation to others because of such grant. The Service Provider shall exert all reasonable effort to advise the City at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this clause. The Service Provider shall report to the City promptly and in written detail each notice or claim of copyright infringement received by the Service Provider with respect to all data delivered under this Agreement. The Service Provider shall not affix any restrictive markings upon any data, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

**XIX. Not Used**

**XX. Program Property**

Any personal property having a useful life of more than one year and purchased wholly or in part with sub-grant funds from this Agreement at a cost of three hundred dollars (\$300) or more per item shall upon its purchase or receipt become the property of the City. The Service Provider shall be responsible for all such property, including its care and maintenance, and shall comply with the following procedural requirements:

- A. Property records shall be maintained accurately and provide for: A description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of block grant funds used in the purchase of property; location, use, and condition of the property.
- B. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.
- C. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of the property shall be investigated and fully documented.
- D. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- E. If the Service Provider elects to capitalize and depreciate such non-expendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Service Provider. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.
- F. Non-expendable personal property purchased by the Service Provider under the terms of this Agreement, in which title is vested in the City or Federal Government, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association or organization without the prior express approval of the Department.
- G. Any non-expendable personal property furnished to, or purchased by, the Service Provider, title to which is vested in the City or federal government, shall, unless otherwise provided herein or approved by the City, be used only for the performance of activities defined in this Agreement.
- H. The Service Provider shall be responsible for any loss or damage to the property of the City of Everett or federal government (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the Service Provider to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City or federal government in like condition to that in which condition the property was acquired by purchase, fair wear and tear accepted.

**XXI. Rule of Construction**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved in accordance with the Order of Precedence in the Basic Provisions.

**XXII. Not Used**

**XXIII. Not Used**

**XXIV. Open Public Board Meetings**

All Board meetings of the Service Provider in which a quorum of the board is present shall be open and all interested persons shall be permitted to attend. This does not include parts of meetings which deal with issues concerning matters including personnel, legal and property. Board meetings will be held at regularly scheduled times as determined by the Board.

**XXV. Board Membership**

The following information about the organization's Board of Directors/Trustees will be made available in a timely manner to those who request such information: (1) Name of Board Members; (2) Terms of appointment; and (3) the procedure for selection of Board Membership. Every effort will be made by the contracting agency to have local representation on their board.

**XXVI. Minimum Length of Time for Intended Use**

In order to meet the Department of Housing and Urban Development National Objectives, property purchased or improved with CDBG funds must remain in the intended use for at least five years.

**XXVII. Compliance with City Ordinance**

The Service Provider must comply with all City ordinances. No variance may be applied for property purchased or rehabilitated with funds provided through this Agreement. Those agencies using these funds to place people in housing will not refer or use units which are substandard or illegally created.

**XXVIII. Hold Harmless - Indemnification**

In addition to any other indemnification, defense, or hold harmless provision elsewhere in this Agreement:

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the Service Provider's own risk and the Service Provider expressly agrees, to the maximum extent allowed by law and in addition to any other obligation in this Agreement, to indemnify, defend and hold harmless the City and all of its officers, agents, an employees, from any and all liability, claims, suits, charges, judgements, loss or damage, including reasonable cost of defense they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City, its officers, agents and/or employees which result from, arise out of, or are in any way connected with this Agreement or the services to be performed by the Service Provider under this Agreement or the subject matter called for in this Agreement. This section shall survive the expiration or termination of this Agreement.

This section is specifically and expressly intended to constitute a waiver of Service Provider 's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Service Provider and its employees, to maximum extent allowed by law. THE SERVICE PROVIDER AND CITY ACKNOWLEDGE

THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

**XXIX. Not Used**

**XXX. Not Used**

**XXXI. Not Used**



**EXHIBIT E**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(ATTACHED)**

***City of Everett***  
**Request for Qualifications**

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**RFQ No. 2023-164**

**Request for Qualifications**

**Walter E. Hall Park Community Connections Path**

City of Everett  
Procurement Division  
2930 Wetmore Avenue, #9E  
Everett WA 98201  
(425) 257-8901

City of Everett  
**REQUEST FOR QUALIFICATIONS**  
RFQ No. 2023-164  
Walter E. Hall Park Community Connections Path

**INTRODUCTION & SUBMITTAL LOCATION**

Statements of Qualifications will be received at the City of Everett Procurement Office, Monday – Friday from 8:00 a.m. – 3:30 p.m., **2930 Wetmore Avenue, #9E, Everett, Washington 98201.**

This RFQ contains three sections.

- Section One contains a description of the proposed project.
- Section Two contains general information, including the RFQ schedule and contact information, including the e-mail and phone number of the RFQ Coordinator.
- Section Three contains submittal requirements and explains how the city will evaluate Statements of Qualifications.

**OBJECTIVE**

The City of Everett intends to improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path connection between the park and 90<sup>th</sup> Street SW. The scope of work includes preparing design, engineering, permitting, and construction documents for approximately 1800 linear feet of asphalt path.

As described in more detail in Section One, the city requests statements of qualifications from Architects and Engineers with experience in parks and trail design to prepare design, engineering, permitting, and construction documents for a public bid.

**SCHEDULE**

The following anticipated schedule contains major milestones and may be modified:

January 8, 2024	Release of Request for Statement of Qualifications
February 14, 2024	Submittals Due
February 15, 2024	Provide an electronic copy of the submittal no later than the date listed.
March 8, 2024	Potential Interviews of Shortlisted firms between Noon – 4:00
March, 2024	Selection of Preferred Architect or Engineer

**NUMBER OF COPIES REQUIRED**

Proposers must submit one unbound **original statement of qualifications and one bound copy in a sealed envelope.** Flash drives will not be accepted. The project name must be clearly indicated on the outside package. One electronic copy in Adobe Acrobat PDF file format must be e-mailed to the RFQ coordinator and received no later than one day after submittals are due.

## **SECTION ONE**

### **PROPOSED PROJECT**

#### **1.1 PROPOSED PROJECT OBJECTIVE**

The City of Everett intends to improve non-vehicular access to Walter E Hall Park by constructing a 6 - 8' wide multi-use path connection between the park and 90<sup>th</sup> Street SW. The scope includes preparation of design and engineering, including survey and geotechnical investigation, permitting, and construction documents for approximately 1800 linear feet of asphalt path.

#### **1.2 PROJECT DESCRIPTION**

Goal 9.7 in the City of Everett's 2022 PROS (Parks, Recreation & Open Space) Plan prioritizes access to recreational amenities by creating better connections to parks with trails, sidewalks, and bike lanes. PROS Plan Policy 9.7.3 supports the development of trails and greenways to connect residents to parks. Additionally, The City of Everett's 2020 – 2024 Consolidated Plan has identified pedestrian improvements in the Walter E. Hall Park area as a priority for funding. The Community Development Block Grant, a federal funding source, provides funding for this project.

- A City-owned parcel adjacent to Walter E Hall Park has been identified to receive a section of multi-use path connecting the park to 90<sup>th</sup> St SW. This area is not currently open to the public.
- The existing fence that blocks access to this corridor will be removed, and appropriate signage with directions and distance to the park will be installed.
- Existing vegetation within the proposed trailway will be removed, and new trees should be sited adjacent to the trail to provide shade, screening, and frame views.
- A preliminary project schedule is as follows:
  - Survey & Geotechnical investigation      April 2024
  - 60% Design      May 2024
  - 90% Design & Permitting      June 2024
  - Bid      October to November 2024
  - Build      April - June 2025
- The estimated Maximum Allowable Construction Cost (MACC) is:
  - \$205,000 – which includes all materials, equipment, and labor.

#### **1.3 SCOPE OF SERVICES**

Services shall consist of the following:

- Site Investigation & Pre-Design
  - Survey and geotechnical work must be completed in support of project goals and to standards required by the City of Everett.
- Schematic Design
  - Schematic Design Phase – The Architect or Engineer (A/E) must provide the services necessary

to prepare schematic design documents illustrating the general scope, scale, and relationship of project components for approval by the City.

- A construction cost estimate is required.
- Design Development
  - Design Development Phase – the A/E must provide those services necessary to prepare 60% design documents, the design development documents consisting of drawings, and other documents to fix and describe the size and character of the entire project for approval by the City.
  - A construction cost estimate is required.
- Construction Documents
  - Construction Documents Phase – the A/E must provide the services necessary to prepare construction documents from the approved design development drawings for approval by the City.
  - Construction documents must consist of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.
- Bidding
  - Bidding Phase – the A/E, following the City's approval of the Construction documents and the most recent statement of probable construction cost, must provide those services necessary for the A/E to assist the City in obtaining bids and awarding the construction contract.
- Construction Contract Administration
  - Construction Contract Administration Phase – the A/E must provide services necessary for the construction contract administration as set forth in the General Conditions and the Contract for Construction.
- Project Closeout
  - Services were initiated upon notice that the work is substantially complete, consisting of a detailed inspection for conformity of the work to the contract documents and issuance of a list of remaining work required - punch list, final inspections, and permits.
  - Record Documents (As-Builts) Receive and review the contractor's marked-up field records. Supply the record documents to the City. This includes transferring the contractor's record of field changes to the original record drawings, which may be authorized by the City as an additional service.

Services shall include cost estimating at the following design stages:

- Cost Estimating
  - 30% Cost Estimate (Schematic Design level)
    - Services consist of developing a probable construction cost from quantity surveys and unit costs of building elements for the project.
    - Parametric costs reflect the level of the 30% design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program.

- Assist the City with analyzing scope, schedule, and budget options to stay within the MACC.
- 60% Cost Estimate (Design Development level)
  - Services consist of developing a probable construction cost from quantity surveys and unit costs of building elements for the project.
  - Parametric costs reflect the level of the 60% design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program.
  - Assist the City with analyzing scope, schedule, and budget options to stay within the MACC.
- 90% Cost Estimate (Pre-Bid Construction Documents level)
  - Services consist of developing a probable construction cost from quantity surveys and unit costs of building elements for the project.
  - Parametric costs reflect the level of the 90% design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program.
  - Assist the City with analyzing scope, schedule, and budget options to stay within the MACC.

#### **1.4 CONDITIONS OF THE AGREEMENT**

- The City has not prepared a detailed scope for the design phase work to be performed under this contract. The City will provide a scope of work outline to the selected consultant. The selected consultant will enter into a Professional Services Agreement, which will establish a maximum contract amount. The City will authorize some or all of the work elements described above on a task basis.
- The contract form used for this project is the City of Everett standard Professional Services Agreement.
- The Professional Services Agreement is included in the Appendix.

## **SECTION TWO**

### **GENERAL INFORMATION**

#### **2.1 RFQ COORDINATOR**

Upon release of this Request for Qualifications (RFQ), all communications concerning this process must be directed to the RFQ Coordinator listed below:

Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB  
City of Everett Procurement  
2930 Wetmore Avenue - #9E, Everett, WA 98201  
Phone: (425) 257-8901  
tbauccio@everettwa.gov

After issuance of the RFQ, unauthorized contact regarding the RFQ with other City of Everett employees may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers must only rely on written statements issued by the RFQ Coordinator.

#### **2.2 ADDENDA**

Changes to this RFQ will be made only by formal written addenda issued by the RFQ Coordinator named above.

Respondents are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Statement of Qualifications.

The address is <https://www.everettwa.gov/2713/Bid-opportunities>

#### **2.3 STATEMENT RESPONSE DATE AND LOCATION**

The consultant's Statement of Qualifications must be submitted in a sealed envelope, in its entirety, not later than the date and time, and at the location listed on page one of this RFQ. Statements arriving after the deadline may be returned unopened to their senders. All statements and accompanying documentation will become the property of the City of Everett and may not be returned.

Senders assume the risk of the method of dispatch chosen. The City of Everett assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for the actual statement receipt. Statements will not be accepted late, nor will additional time be granted to any proposer. Statements may not be delivered by facsimile transmission or other telecommunication or by electronic means.

#### **2.4 NON-ENDORSEMENT**

As a result of the selection of a proposer, the City of Everett is neither endorsing nor suggesting that the proposer's service is the best or only solution. The proposer agrees to make no reference to the City of



Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

## **2.5 PUBLIC DISCLOSURE**

### **1. Property of the City of Everett**

All materials (including, for example, proposals and statements of qualification) submitted in response to this RFQ shall become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term “proposal” is generic and refers to proposals, statements of qualification, letters of interest, and any other material submitted in response to this RFQ.

### **2. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFQ shall be considered public records and, with limited exceptions, will be available for inspection and copying by the public. Except to the extent protected by state and or federal laws, proposals shall be considered public documents and available for review and copying by the public.

### **3. Public Records Exemption**

Trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary and identifies the data or materials to be protected. Proposers shall specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer shall provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review, and the proposer’s designation of confidential may or may not be upheld by a Court.

### **4. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

### **5. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not, within such ten (10) business days, serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City

from disclosure of the material marked "CONFIDENTIAL," then the proposer will be deemed to have consented to the public disclosure of the material marked "Confidential," and the City may publicly disclose such material without any liability whatsoever to proposer.

## **6. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of the proposer's material marked "CONFIDENTIAL," the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend, and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

## **7. Consent to Procedure**

Proposers, by submission of materials marked "CONFIDENTIAL," acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

### **2.6 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any proposer. The release of this RFQ does not compel the City of Everett to purchase.

### **2.7 COST OF PREPARING STATEMENTS**

The City of Everett is not liable for any costs incurred by proposers in the preparation and presentation of statements and demonstrations submitted in response to this RFQ.

### **2.8 CONDITIONAL COMMITMENT OF FUNDS**

Notwithstanding any provision of this RFQ, by submission of a proposal, the proposer agrees and acknowledges that this RFQ does not constitute a commitment of funds or site approval.

### **2.9 PROTESTS**

All protests regarding this RFQ are governed by EMC 3.46 "Bid Protest Procedures."

## **SECTION THREE**

### **SUBMITTAL REQUIREMENTS AND EVALUATION**

#### **3.1 SUBMITTAL INFORMATION**

The statements of qualifications must be limited to fifteen (15) pages, which does not include the grant clauses or required forms. Single-sided printing is not required. The front and back cover are not considered a page. No additional information or pamphlets will be considered by the selection committee. **Contact information, including contact person, e-mail, and phone number, should be provided on the first page of the submittal.** Include the executed Community Development Block Grant clauses and federal forms with the submission.

Title each page with your name or company name and note the section number for each response.

**Statements of Qualifications must include the Signed Authorization contained on the last page of this RFQ, or they may be deemed non-responsive and may not be evaluated.**

#### **3.2 SUBMITTAL FORMAT**

Statements of Qualification will be evaluated on the completeness of the information supplied in the submittal.

Submit Statements of Qualification with the following three-section format. Failure to clearly and completely provide all the information below may result in rejection as non-responsive.

##### **1. QUALIFICATIONS & EXPERIENCE**

Provide a general overview of your organization. At a minimum, answer the following questions:

- a) Describe your company. Include how long the company has been in business. Describe the qualifications of your company, its business experience, and achievements.
- b) Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the profession, years with the firm, years of applicable licenses, etc.? Provide a list of three major projects that person has been involved in and their role. Full resumes are discouraged from being included.
- c) Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.
- d) Describe relevant team member experience with permitting, designing, and constructing federally funded projects.

##### **2. APPROACH & CAPABILITY**

- a) Where is the staff associated with this project located, and what is the firm's availability to complete the work within the stated time period?

- b) Describe your approach to the project. What achievements would you use to determine project success?
- c) What risks do you foresee with this project?
- d) Describe your ability to estimate and forecast construction costs on similar projects.

### 3. PERFORMANCE

- a) Submit no more than seven (7) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFQ, including any government experience. Companies are encouraged to emphasize experience with multi-use path or trail projects completed within the past ten (10) years and experience with completed federally funded projects. Include the following for each reference:
  - Company name and full address
  - Point of contact name, title, e-mail address, and phone number
  - Contract title, number, start and completion dates
  - Contract value, description, and order/service details

### 3.3 EVALUATION

A numerical scale will be used to score each section for the written submittal. These track the submittal format on the previous two pages. The total score for each section will not exceed the maximum number of points set. Scoring will be as follows:

Qualifications & Experience	35
Approach & Capability	35
Performance	30
Total	100

**Oral Interview:** The City may conduct interviews after the City reviews written submittals. If the City elects to do this, identical questions will be prepared and distributed to each team to be interviewed, as well as questions that are customized for each team. Additional questions for and to the team may be addressed during oral interviews. Each team's demonstrated experience, qualifications, completeness, clarity, and professionalism, as demonstrated through its oral presentation and answers to questions, will be used in ranking teams in order of preference.

City of Everett  
**REQUEST FOR QUALIFICATIONS**  
 RFQ No. 2023-164  
**Walter E. Hall Park Community Connections Path**

The undersigned hereby declares that he or she is duly authorized to complete and submit this Statement of Qualifications and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect, or misleading information may be a reason for a determination of non-responsibility by the City of Everett.

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> <b>Disadvantaged Business Enterprise (DBE)</b> <input type="checkbox"/> <b>Minority Business Enterprise (MBE)</b> <input type="checkbox"/> <b>Women Business Enterprise (WBE)</b> <input type="checkbox"/> <b>Minority Women Business Enterprise (MWBE)</b> Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:
Authorizing Official Name:	Authorizing Official Title:	
Authorizing Official Email:	Authorizing Official Phone:	
Authorizing Official Signature* and <b>Date:</b>   <small>*A signature means an original signature, a copy of an original signature, a PDF scan of an original signature, or a DocuSign/AdobeSign electronic signature.</small>		











# Walter E Hall Community Connections Path PSA\_rev.SD

Final Audit Report

2024-06-11

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