



PROFESSIONAL SERVICES AGREEMENT

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

| BASIC PROVISIONS | |
|--------------------------------|---|
| Service Provider | Intelligent Partnerships, Inc. |
| | 707 S. Grady Way, Suite 600 Renton, WA 98057 |
| | daniel@ipartnerships.net |
| City Project Manager | Ryan Sass |
| | City of Everett – Public Works 3200 Cedar Everett, WA 98201 |
| | rsass@everettwa.gov |
| Brief Summary of Scope of Work | Develop, Negotiate, and Administer Project Labor Agreement Pilot |
| Completion Date | December 31, 2026 |
| Maximum Compensation Amount | \$956,175 |

| BASIC PROVISIONS | |
|---|---|
| Service Provider Insurance Contact Information | Susan Castañeda |
| | (860) 547-5000 |
| | susan.castaneda@thehartford.com |
| State Retirement Systems (must answer both questions) | <p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</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>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p> |

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

INTELLIGENT PARTNERSHIPS



Cassie Franklin, Mayor

10/23/2024

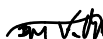
Date

ATTEST



Office of the City Clerk

Signature: _____



Name of Signer: Daniel Villao

Signer's Email Address: daniel@ipartnerships.net

Title of Signer: Chief Executive Officer



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

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

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

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider’s work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.070324)**

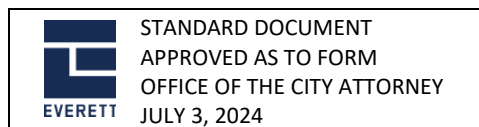


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Summary of Tasks as included in the attached Scope of Work:

Task One - PLA Pilot Development and Negotiation

Task Fee Amount: \$ 30,450

Task Two - Third Party Administration of PLA for PGSF Storage Facility Construction Project

Task Fee Amount: \$744,750

Task Three - PGSF Conveyance Projects PLA Analysis

Task Fee Amount: \$ 55,975

Total Base Fee Amount: \$831,175

Task Four - Management Reserve

Task Fee Amount \$125,000

TOTAL CONTRACT AMOUNT: \$956,175

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

| Name | Title | Rate |
|------------|-------------|------------|
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |
| enter name | enter title | enter rate |

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

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

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

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

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

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

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



**intelligent
Partnerships**
Accelerate the Impact of Inclusion™

August 20, 2024

PLA Third-Party Administration & Support Services

Prepared For:

City of Everett – Public Works

Port Gardner Storage Facility (PGSF) Program

📍 Headquarters

3753 Howard Hughes Parkway,
Suite 200,
Las Vegas, NV 89169

📞 Contact

(877) 234 – 9737
info@ipartnerships.net
www.ipartnerships.net

Table of Contents

| | |
|---|----|
| Company Description | 5 |
| About Us | 5 |
| Company Experience Overview | 5 |
| Project Labor Agreement (PLA) Administration & Negotiations | 6 |
| Community & Technical Assistance | 10 |
| PLA Analysis and Assessment | 12 |
| Proposed Team & Functions | 13 |
| PLA/CWA Team Members | 13 |
| Project Roles & Functions | 14 |
| References & Experience | 15 |
| Cost Proposal | 18 |
| Storage Facility Project Budget – 30 Months | 18 |
| Conveyance Projects Budget – 4 Months | 19 |
| Appendix A - Team Resumes | 20 |

August 20, 2024

Attn: Mr. Ryan Sass

Public Works Director

City of Everett – Public Works

3200 Cedar St.

Everett, WA 98201-4516

Re: PLA Third-Party Negotiations, Administration, & Support Services RFP

Dear Mr. Sass,

Intelligent Partnerships is pleased to submit this proposal to assist the City of Everett—Public Works with negotiating and establishing a Project Labor Agreement (PLA) program, PLA Third-Party Administration, and additional PLA-related support services. We bring experience in strategic workforce development policies, WMDBE/Small business support, DEIA Policy Design, and designing and implementing prioritized local hiring plans. Our team has a history of successful group facilitation in complex scenarios and regularly implements creative and ambitious inclusion plans.

The development of a comprehensive PLA Pilot Project represents a crucial opportunity for City capital project programming. To be successful, the consultant team needs to bring a specific set of skills that can push a creative program plan and compile comprehensive policy repositioning while maintaining an elevated level of political sensitivity and stakeholder engagement. Our relationships with contractors, elected officials, labor leaders, and community advocates uniquely position our team to achieve these goals in an effective and efficient manner, which is crucial given the timeline for the design and delivery of PLA integration and its related work. Our team has successfully helped organizations with similar priorities meet these goals by relying on creative, strategic engagement, and consensus-based approaches teamed with high-level issue expertise. Intelligent Partnerships has previously led the Employment Opportunity and Empowerment Program (EOEP) for the King County policy development effort, resulting in a comprehensive task force engagement process that was the baseline for a unanimously endorsed report.

Coordinating strategies across large-scale construction programming requires a unique capacity to educate project team leadership about the available opportunities and translate that education into a seamless pathway to the responsible offices in each entity to ensure minimal disruption to the project flow while creating an environment that maximizes regional opportunity for access.

Our team has successfully worked towards these goals by relying on creative, strategic thinking, and consensus-based approaches teamed with high-level issue expertise and coordinated communication model strategies. Currently, our team is the PLA/CWA Administrator for the WSDOT SR520 – Montlake Phase Project and have previously provided PLA/CWA Administrator Services for some of the Seattle region's largest and highest-profile construction programs, including the King County Children & Family Justice Center (\$450M value) and the Seattle Convention Center Addition Project (\$1.3Billion Value).

The IP team brings a wealth of direct subject matter expertise, who developed the Labor Equity Program, as well as the compliance support policy structures in the Community Workforce Agreements for the City of Seattle and Washington State DOT. This team has also delivered similar inclusive policy design strategies for King County and the Port of Seattle.

Intelligent Partnerships brings decades of experience helping clients with diversity management, strategic engagement, and workforce development. We have previously worked in similar capacities at WSDOT HQ, assisting in developing a statewide PLA/CWA program and policy for construction projects and expanding priority hire initiatives. In addition, we have worked with the Port of Seattle on re-evaluating their racial equity policy elements to deepen support strategies for small and WMDBE businesses while expanding equity in contracting on PLA/CWA projects.

From our reservoir of experience, the Intelligent Partnerships Team offers the City of Everett the following:

- ✓ Deep familiarity with Strategic Planning, Diversity & Inclusion, Complex Contract Negotiations, Policy Development, Design & Implementation, and Workforce Development.
- ✓ Extensive knowledge and professional experience in facilitation, stakeholder engagement, community outreach, politics, and public affairs.
- ✓ Ability to communicate highly technical information effectively to stakeholders.
- ✓ Top-tier experience in visioning and strategic planning, facilitation of stakeholder groups, public meetings, and leadership deliberations.
- ✓ Rapid deployment capacity in a fully staffed model that relies on direct subject matter expertise to meet the anticipated tight timelines.

We look forward to working on this project with the City of Everett – Public Works. Should you have any questions, please contact me directly at (213) 500-6463 or daniel@ipartnerships.net.

Sincerely,

Daniel J. Villao

Daniel Villao
Chief Executive Officer

Company Description

About Us

Intelligent Partnerships is a full-service consulting firm focused on helping organizations capture opportunities through targeted inclusive approaches. With over 30 years of expertise in the construction policy design space, our models have impacted billions of dollars of construction programming in the public sector, including the City of Los Angeles, LA Metro, Los Angeles Unified School District, City of Bellevue, Port of Seattle, Sound Transit, City of Seattle, King County, and others.

Our experience allows the firm to design mutually beneficial outcomes that consider each stakeholder group's needs and influence the design and perception of project outcomes. Our approach offers comprehensive third-party administrative design by approaching client solutions with a whole-system view. Specializing in Complex Workforce Development and Labor Policies, our team of experts provides clients with experience throughout any project or policy design environment. We operate in a lean delivery model aggregating technical expertise based on the desired client outcome.

Company Experience Overview

Intelligent Partnerships has an extensive level of experience and understanding of workforce development at different government levels and public-private partnerships. We are typically hired to help connect workforce development pipelines to employment, support policy design, create and facilitate stakeholder engagement, and deliver performance tracking for employers and workers supported in these environments. Our team is fully versed in the wide variety and comprehensive support provided to workers and employers through workforce solutions. Our models will help magnify the value generated in the supportive systems and create solution-driven, data-supported participation that yields measurable results. Intelligent Partnerships has worked on various projects that target workforce development and the advancement of disadvantaged and minority communities. Examples of our work include our current engagement with Jobs For the Future on expanding DEIA through Registered Apprenticeship, Supporting WMBE on the certification process with ProSearch on supplier diversity, and Pre-Apprenticeship and Apprenticeship outreach for CWA/PLA construction projects in targeted disadvantaged zip code areas.

Intelligent Partnerships is led by our President and Chief Operations Officer, Julie Villao, and has become a model for WMBE businesses nationwide. Her corporate experience includes two decades leading customer service and sales distribution teams for big oil, including Valvoline and Castrol. Daniel Villao, CEO and principal at IP, has focused on career development for over three decades. As the previous Deputy Administrator for the US DOL Office of Apprenticeship, he brings unique insight into the structures available within the federal and state systems and has helped thousands of employers transition their workforce models.

Expert Services:

- Strategic Planning
- DEIA Policy Development & Design
- Community Engagement
- Workforce Development
- Compliance, Reporting & Validation Services
- Labor Relations & Navigation
- Bargaining & Negotiation Facilitations
- WMBE Outreach and Support

Certifications:

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Minority/Women Business Enterprise (MWBE)



Project Labor Agreement (PLA) Administration & Negotiations

Intelligent Partnerships offers turn-key third-party administrative design by approaching client solutions with a whole-system view. Specializing in Project Labor Agreement (PLA) services and Community Workforce Agreements (CWA), our team of experts provides clients with experience throughout any project. Our services also include Complex Contract Negotiations, Sub-Contractor Guidance, Program Education, DEI Design, Labor Navigation, Workforce Development Design, and Compliance Delivery. Our CWA and PLA services are customizable to the needs of our clients. We provide support through Pre-Job Conferences, Pre-Bid/Pre-Construction Navigation, Compliance, Reporting and Documentation, Pre-Hire Navigation, Pre-Apprenticeship, and Apprenticeship Utilization, MBE/SB/V/WBE Subcontractors, or any combination of these services.

The Intelligent Partnerships team has a long history of working through complex, sensitive stakeholder engagement and policy-creation processes that are in line with the City's desired scope of work. We have a team that provides significant subject matter expertise, facilitation experience, and strategic policy design thinking that will specifically address the needs of the City and its partners.

Our team believes in initiative-taking and practical project management, as well as in close communication with the client. Regular phone calls and e-mail communication keep everyone up to speed, avoid misunderstandings, and ensure product delivery on time and on budget. Our commitment will apply all of our knowledge, skills, and energy to execute the goals and methods identified in this proposal. Below, we have identified our general approach and capabilities for each identified task outlined in this proposal. We will collaborate with the City team to refine this approach as needed to suit the goals of the City.

IP recommends the following task-based approach and will adjust based on guidance from City leadership, current project status, and mutually agreed support services. In designing appropriate tasks, IP tried to focus on the most comprehensive, rapid response, and cost-effective approaches as follows.

| PLA Negotiations | |
|--|--|
| Provide Full PLA Negotiation & Support | <ul style="list-style-type: none">• Coordinated support in negotiation strategy and process, collaborating with City staff leadership, assigned legal counsel and partners as directed.• Provide strategic technical advice to City senior leadership in the design of the PLA program.• Coordinate and lead the pilot program negotiations on behalf of the City. |
| Provide CWA Stakeholder Education Design Support | <ul style="list-style-type: none">• Provide a written communication model based on City priorities.• Provide strategic technical advice to City senior leadership in the design of PLA external messaging.• Generate communication structure with external PLA partnerships.• Provide PLA impact analysis as directed by the City. |

| Deliver PLA Implementation | |
|---|---|
| Coordinate Stakeholder Engagement | <ul style="list-style-type: none"> • Jointly Identify Key Performance Indicators (KPIs). • Jointly Design the PLA Engagement Model. • Manage, Facilitate, and Coordinate the PLA implementation process. |
| Provide Contractor Implementation Support | <ul style="list-style-type: none"> • Jointly identify baseline criteria for desired PLA Procurement Policy. • Design initial strategy models for contractor access and data capture. • Design initial stakeholder education material. |
| Provide Workforce Implementation Support | <ul style="list-style-type: none"> • Jointly identify a baseline for desired Workforce Development Procurement Policy. • Design initial strategy models for workforce access and data capture. • Design initial stakeholder education material. • Design Outreach and engagement integration. |

| Demonstrate PLA Outcomes | |
|---------------------------------------|---|
| Manage Real-Time PLA Reporting | <ul style="list-style-type: none"> • Capture ongoing contractor PLA performance. • Capture workforce utilization data. • Facilitate stakeholder PLA data tracking process, Labor Disputes, and Grievances. |
| Generate Data-Driven Support Material | <ul style="list-style-type: none"> • Create baseline reporting of City PLA for Pre-Job Conferences. • Validation of wages/claims, tracking of dispatches, and performance against goals. • Report contractor outreach, contractor notification, and interventions. |
| Provide Supportive Outcome Reporting | <ul style="list-style-type: none"> • Compile and organize captured data into a monthly PAC reporting structure. • Create Documentation in coordination with the City team. • Provide contractor engagement, demographic data outcomes, and related reporting. |

GENERAL PLA/CWA SERVICES OVERVIEW

Labor Specialist / Subject Matter Expertise Services

- Assist with PLA/CWA Negotiations - Review PLA/CWA documents - Prepare Management with information for negotiations.
- Fully coordinate, facilitate, and lead PLA/CWA Negotiations as requested by the client.
- Attend PLA/CWA negotiations as needed by the client.
- Note-taking, tracking, and facilitation of PLA/CWA negotiations.
- Prepare Draft & final versions of the PLA/CWA to submit to the Building Trades for approval and signatures.
- Provide copies of the PLA/CWA to prime and subcontractors of every tier.

PLA/CWA Administration Services

- Provide training, education, and insight on the PLA terms and obligations as needed and requested.
- Distribution/Collection of Pre-Job Packet & Letter of Assent (LOA) upon Contract Award to (all tiers of subs) - sent to PLA/CWA admin for review & record keeping.
- Send Completed, signed Pre-Job Packet & LOA to the Building Trades Council Admin for distribution to all Union Trade Affiliates.
- Collection of "Proposed Trade Assignment" & "Final Trade Assignments"- sent to Building Trades Council.
- Attend / chair pre-job meetings as needed (these are scheduled and last approx. 1 hour or 15 min per sub-contractor, depending on the schedule and union affiliate claims or challenges to the proposed scope of work. Pre-Job Conferences are held on a weekly basis.
- Keep all Pre-Job Conference and any post conference Union Trade Claims/Challenge meeting outcome notes. Forward/discuss notes with client to properly address any issues that arise.
- Chair the Project Administration Committee (PAC) to address dispatching procedures, apprenticeship utilization, and overall project progress status.
- Utilize Labor Compliance software to Summarize workforce reports, as provided by each subcontractor through said software and prepare an overall monthly report for the entire site to the client and to:
 - Track & report wage compliance for each subcontractor and their workers on the project site to ensure compliance with Prevailing wage and the PLA/CWA. Assist contractors of every tier with reporting to the project and state. These reports will be reviewed by the client and shared in monthly PAC meetings.

- Provide conflict resolution support and mediation with Union Labor should such services be required.
- Assist contractors with getting their workers properly dispatched and assistance with dispatch issues.
- Collect demographic surveys to validate the diverse workforce goals (if any), as well as Jobsite visits by our Field Enforcement Specialist to validate the workforce and ensure that all workers are dispatched and working in the appropriate classification.
- Assist the client's Community & WMBE Outreach Coordinator with tracking and reporting subs and workers by tracking the Good Faith Efforts made by subs (we are available for outreach as well).
- Assistance with Outreach to Pre-Apprentice groups. Track and report on coordination and utilization according to PLA/CWA negotiated guidelines.
- Monitor and track any labor issues, including grievances. Facilitate resolution to the issues and report upon resolution.

Certified Payroll Services

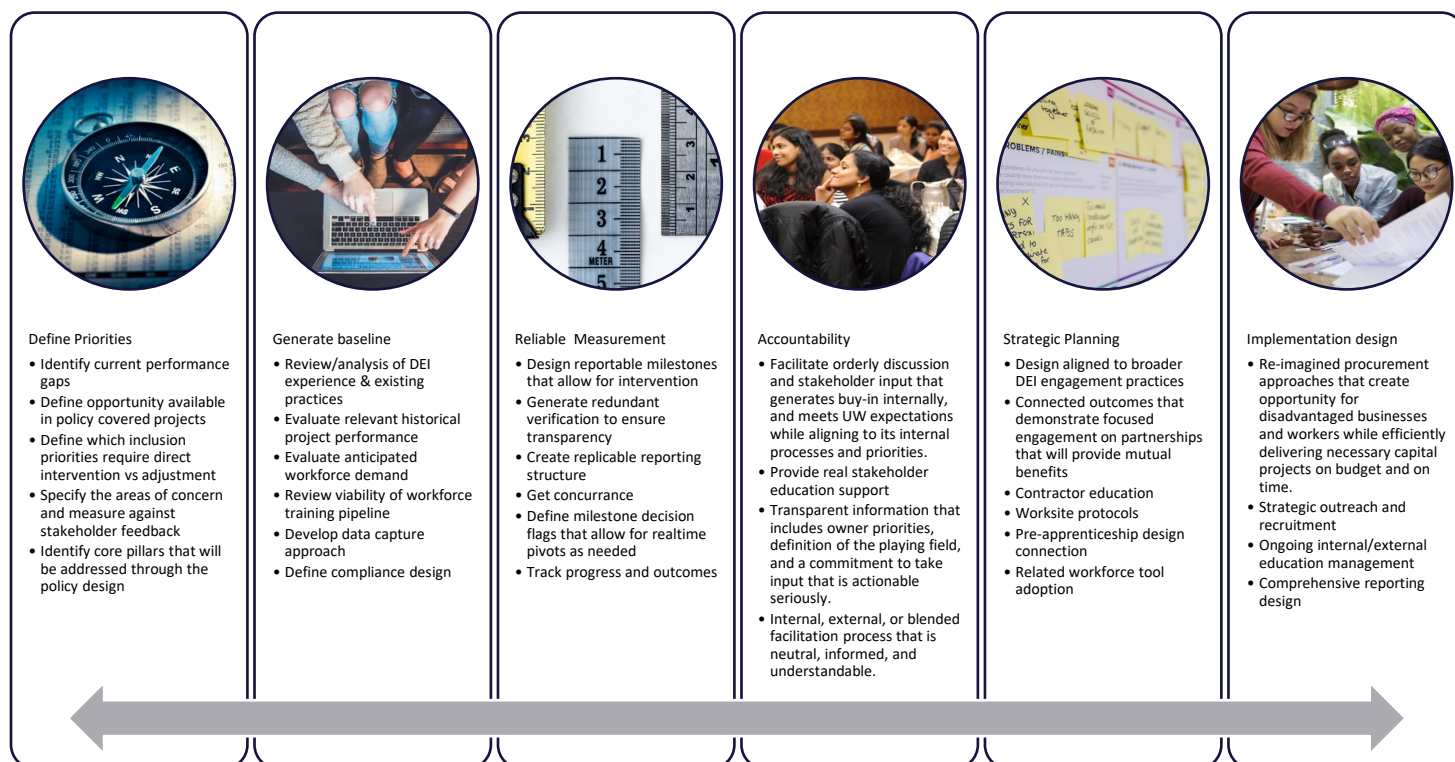
- Utilize Certified Payroll data to determine compliance with CWA Labor Composition (apprentices, core employees, etc.) on the job site.
- Validate apprentice information through the State Apprentice Registration & Tracking System (ARTS).
- Provide a centralized Certified Payroll tracking mechanism to include Contractor and Subcontractor training, reporting, and ongoing performance evaluation.
- Assist Contractors of all tiers performing covered work under the PLA/CWA shall submit certified payroll reporting as established by the project and provide data reporting in accordance with the availability of the data for third-party review.
- Assist with training and implementation of centralized certified payroll tracking system and provide guidance to WMDBE and other contractors on the project.

Community & Technical Assistance

Our value is in the trusting relationships and genuine understanding of the stakeholder landscape IP brings to our partners' projects. IP has decades of related experience with the Building Trades Labor organizations, their apprenticeship programs, and the Labor/Management structures represented in those environments, which allows us the distinct advantage of a genuine line of sight into what can and cannot be accomplished to accommodate an owners' need through their Labor engagement. Our relationships with key regional organizations that fully focus on supporting the WMDBE contracting community allow our team direct access to key meetings and strategic leadership discussions that assist our partners in having their projects prioritized across the minority contracting community. IP's direct engagement and working partnerships with pre-apprenticeship, apprenticeship providers, and union dispatch officers create immediate opportunities for our partners' projects to maximize the pipeline to diverse talent and generate additional access to drive priority hire participation. The proof is in the outcomes; when King County ran our model on the Children and Family Justice Center project, the first-year delivery outcomes represented 60% of the office's workforce diversity hours across ALL King County construction programming.

Primary to effective delivery is stakeholder education. The ability to equip contractors of all tiers with easy-to-understand guidance on expectations and support that information with structured, available resources to help them navigate the process will make the project team successful. Providing comprehensive contractor education packaging customized to the project's PLA requirements and meeting the agency's protocols will make the most meaningful impact on the participation delivery.

High-Level Policy Design



IP specializes in creating non-disruptive process engagement that allows the policy and procurement administration to integrate seamlessly into the normal construction program model. One example is our unique digitized demographic data capture tools, where project employees can easily provide project-critical demographic data in less than 3 minutes. Our Job Site Compliance specialist is onsite, joins project orientation meetings, connects with workers during established breaks, and provides easily scannable access that allows workers to provide sensitive demographic info privately and voluntarily from their cell phone or through a short interview with iPad-equipped staff to takes less than 3 minutes. IP team members understand the complex coordination of construction programming and will work closely with the Owner's Project team, contractors, and unions to ensure job site issues are actively mitigated, avoiding unnecessary grievance proceedings by facilitating initiative-taking decision-making that removes barriers to work production.

This critical trust-building with Labor helps our teams create working relationships on project sites that ensure contractors can deliver what is needed. At the same time, problems are being resolved, and conditions are corrected without project delays. IP's experience and understanding of public agency protocols and reporting requirements, along with our intimate knowledge of how to navigate public policy processes, is critical in rapid response and allows our partners to focus on the work of building their projects while we help contractors meet agency criteria. Our team aggregates significant amounts of data and information over a construction program's life and makes it readily available for our partners. However, what is critical in PLA/CWA delivery is the ability to translate the density and complex layers of information into useful reporting. Our teams prioritize the delivery of meaningful information in practical formats that allow for expedited meeting processes and reduce costs through clarity in data.

Successful Supportive Design in Multi-Phased Approach for Staff Verification and Board Oversight:

Design

IP will provide support and information to the project owner's leadership team related to the PLA/CWA design strategy by providing expertise in the policy design elements, negotiation support strategy, and internal stakeholder education.

Delivery

IP will provide support and information to the leadership team relative to the policy engagement strategy by providing expertise in the Priority Hire components, PLA/CWA delivery elements, diversity support strategy, and external stakeholder education. IP will provide support and information to the City leadership team relative to the management of its PLA/CWA delivery, Labor navigation strategy, and any related project diversity initiatives.

IP will deliver support as described above, with an additional focus on providing regular engagement in representative meetings and emphasizing PLA/CWA contractor support.

Demonstration

IP will provide comprehensive outcome-based reporting through proprietary initiative-taking real-time compliance validation.

Pre-gaming scope breakdowns and decision-making will assist the organization in identifying what available work can be prioritized for WMBE, DBE, and SBE contractors. The ability to get an early view of scopes and help inform decision-making around opportunities to provide specifically prioritized work allows the project to deliver on its promises early. IP maintains an active list of specialized minority contractors that have already succeeded in PLA/CWA contracts to help primes and subcontractors identify expanded diverse support as needed.

PLA Analysis and Assessment

Intelligent Partnerships has previously worked on various projects conducting data analysis and translating data into comprehensive reporting. As third-party administrators across different Washington State DOT projects, IP provides data reports for the state and project stakeholders detailing DEIA goals and progress, certified payroll data, and project incident reporting.

Most recently, IP's team has previously led efforts to evaluate and update the Port of Seattle's procurement strategies, including internal team surveys regarding current practices and opportunities, evaluation of forms and policies in comparison to other market participants to identify and adopt best practices modeling, stakeholder communication design to ensure engagement with key stakeholders and attract a broader base of suppliers to their agency, and the culmination of outcomes into a Board Level report for adoption and budgeting priorities.

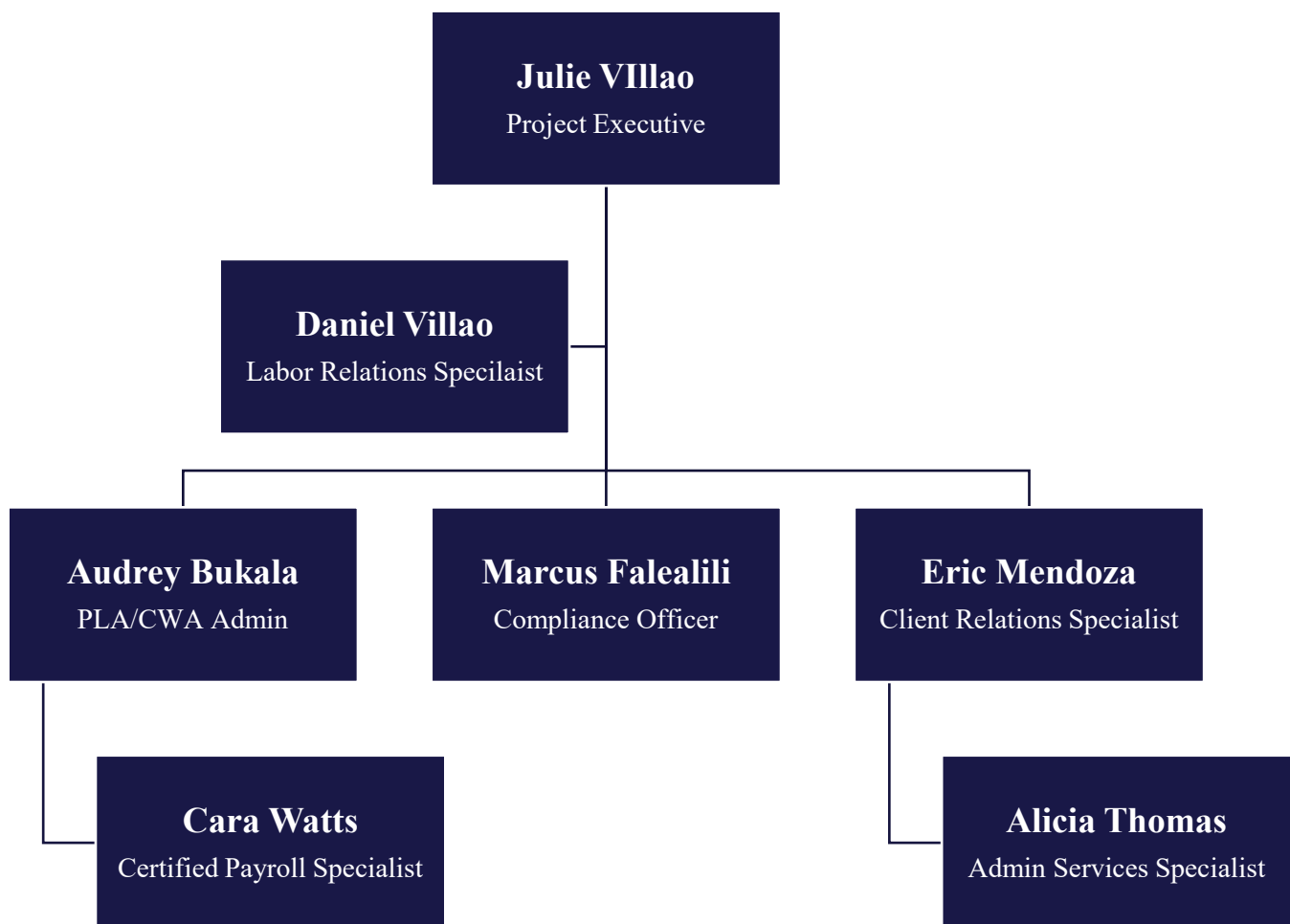
Intelligent Partnerships can support the PLA assessment of Port Gardner Storage Facility (PGSF) Conveyance Projects for the City of Everett by providing detailed insights, analysis, and recommendations to the City. Intelligent Partnerships can provide the City with the following support on the assessment:

- Analyze current provisions related to public works contracts, including local hire, apprenticeship, and other relevant regulations.
- Examine issues typically monitored by labor agreements, such as prevailing wage/benefits, worker classification, drug testing, pre-apprenticeship training, apprenticeships, hiring priorities, labor availability, and trends.
- Identify potential barriers (e.g., access to capital, insurance, navigation of process, etc.) that businesses face when bidding on projects, securing contracts, and performing capital projects based on the findings from similar municipalities and existing case studies.
- Investigate the feasibility and potential impact of labor agreements in Conveyance Projects on Key Issues identified, contract amount threshold considerations, and project hours/material cost ratio considerations.
- Provide recommendations and resources to the City based on the assessment findings, as outlined in the City's 2019 Project Labor Agreement (PLA) resolution.

Proposed Team & Functions

Intelligent Partnerships designs team deployment in accordance with anticipated project needs. Below, we have included the lead project team members that we anticipate will be engaged during initial design, development, and integration, as well as the scale of availability in the ongoing program management. We have included brief introductions and resumes for each team member in “Appendix A.”

PLA/CWA Team Members



Project Roles & Functions

| Project Role | Function |
|--|--|
| Labor Relations Specialist | Assist with PLA/CWA negotiations and navigate labor issues and disputes. Facilitates resolutions including grievances, wage violations, and guidance surrounding jurisdictional disputes, providing Contractor/subcontractor mediation for all stakeholders. |
| Project Executive | Report design, approval, and presentation. PLA document design, annual report design. Technical or Policy support. |
| PLA/CWA Project Administrator | Lead the CWA Administration Plan and oversight, attend meetings, including, but not limited to, Contractor/Subcontractor mediation, violation, Arbitration Hearings, etc. |
| Compliance Officer | On-site field support on compliance pertaining to dispatches, wages, worker labor classifications, and enforcement of the Community Workforce Agreements. |
| Certified Payroll & Time Reporting Clerk | LCPtracker Training and account Setup; Apprentice Approvals and reports; Certified Payroll / Preceding and CBA Wage Training, Review, Verification, and reporting. |
| Client Relations and Contract Specialist | Any research, weekly, monthly, or quarterly reporting. Document design, preparation and related technical documentation work, Contract Tracking, and Administration Design. |
| Admin Services Specialist | General administrative and reporting support. |

References & Experience

| Washington State Department of Transportation – SR520 Bridge Replacement Project | |
|---|--|
| The SR520 Bridge Replacement and HOV Program is a \$4.91 Billion construction project to replace a six-mile highway that stretches over Lake Washington. IP was the third-party administrator, where IP provided project oversight on enforcing the CWA, workforce development, and communication support strategy. | Julie Meredith <i>Deputy Assistant Secretary, Mega-programs, and Urban Mobility & Access</i> WSDOT meredjl@wsdot.wa.gov |
| Pine Street Group – Seattle Convention Center Addition | |
| The Seattle Convention Center gained a 1.5 million-square-foot addition. The \$1.7 billion addition project is a 15-story structure. IP was the third-party administrator, where IP provided expertise in the design of the CWA, project oversight on enforcing the CWA, and stakeholder education on workforce development. | Gary Smith <i>Project Executive</i> Lease Crutcher Lewis gary.smith@lewisbuilds.com |
| Howard S. Wright – Children and Family Justice Center Project | |
| The Children and Family Justice Center project is a \$243 million project to replace the juvenile detention and courthouse on the 9.1-acre county-owned. IP was the third-party administrator, where IP provided expertise in the design of the CWA, project oversight on enforcing the CWA, and stakeholder education. | Paul Snorsky <i>Senior Vice President, Business Leader Unit</i> Balfour Beatty, Howard S. Wright SnorskyP@hswc.com |
| Oak View Group – Climate Pledge Arena Project | |
| The Climate Pledge Arena is a \$1.15 Billion project to construct a new 800,000 square-foot arena that seats 18,100 people and be the new home of NHL's Seattle Kraken and WNBA's Seattle Storm. IP was the third-party administrator, where IP provided CWA advisory services, stakeholder education on workforce development, and communication support strategy. | Morgan Littlefield <i>Director – City & Community Partnerships</i> Climate Pledge Arena MLittlefield@climatepledgearena.com |
| Washington State Department of Transportation – CWA Policy Design | |
| The Washington State Department of Transportation wanted to develop a statewide CWA program/policy for construction projects and expand priority hire initiatives. Intelligent Partnerships provided policy design expertise and created a comprehensive agency policy with implementation procedures. | Ron Judd <i>Director of Policy & Strategic Affairs</i> WSDOT juddron@wsdot.wa.gov |
| Port of Seattle – WMDBE Analysis | |
| The Port of Seattle needed to re-evaluate its racial equity policy to continue supporting small and WMDBE businesses. IP conducted an analysis of the potential barriers that can affect participation from smaller / WMDBE businesses and provided recommendations on opportunities to expand equity in CWA contracting. | Mian Rice <i>Director of Diversity in Contracting</i> Port of Seattle rice.m@portseattle.org |

Cost Proposal

The hourly utilization rates are based on IP's experience in anticipated project demand. IP will only bill for time and material used each month.

| Project Role | Hourly Rate |
|---|-------------|
| Labor Relations Specialist - Negotiations | \$500.00 |
| Labor Relations Specialist | \$250.00 |
| Project Executive | \$125.00 |
| PLA/CWA Administrator | \$115.00 |
| Compliance Officer | \$115.00 |
| Client Relations and Contract Specialist | \$100.00 |
| Certified Payroll & Validation Specialist | \$90.00 |
| Admin Support Services | \$75.00 |

Storage Facility Project Budget – 30 Months

These hours reflect the hours needed for the PLA Pilot Development and Negotiations Services ONLY.

| Anticipated TPA Total Budget | Rate | Hours | Total |
|---|----------|-------|--------------------|
| Labor Relations Specialist - Negotiations | \$500.00 | 24.0 | \$12,000.00 |
| Labor Relations Specialist | \$250.00 | 60.0 | \$15,000.00 |
| PLA/CWA Administrator | \$115.00 | 30.0 | \$3,450.00 |
| Anticipated PLA Pilot Development and Negotiations Total | | | \$30,450.00 |

These hours reflect the hours needed for the PLA administration on the Storage Facility Project ONLY.

| Anticipated TPA Total Budget | Rate | Hours | Total |
|---|----------|--------|---------------------|
| Labor Relations Specialist | \$250.00 | 300.0 | \$75,000.00 |
| Project Executive | \$125.00 | 750.0 | \$93,750.00 |
| PLA/CWA Administrator | \$115.00 | 1800.0 | \$207,000.00 |
| Compliance Officer | \$115.00 | 1800.0 | \$207,000.00 |
| Client Relations and Contract Specialist | \$100.00 | 360.0 | \$36,000.00 |
| Certified Payroll & Validation Specialist | \$90.00 | 1200.0 | \$108,000.00 |
| Admin Support Services | \$75.00 | 240.0 | \$18,000.00 |
| Anticipated Third-Party Administration Total | | | \$744,750.00 |

| Anticipated TPA Monthly Budget | Rate | Hours | Total |
|---|----------|-------|--------------------|
| Labor Relations Specialist | \$250.00 | 10.0 | \$2,500.00 |
| Project Executive | \$125.00 | 25.0 | \$3,125.00 |
| PLA/CWA Administrator | \$115.00 | 60.0 | \$6,900.00 |
| Compliance Officer | \$115.00 | 60.0 | \$6,900.00 |
| Client Relations and Contract Specialist | \$100.00 | 12.0 | \$1,200.00 |
| Certified Payroll & Validation Specialist | \$90.00 | 40.0 | \$3,600.00 |
| Admin Support Services | \$75.00 | 8.0 | \$600.00 |
| Anticipated Monthly Third-Party Administration Total | | | \$24,825.00 |

Conveyance Projects PLA Analysis Budget – 4 Months

These hours reflect the hours needed for the PLA Assessment for on the Conveyance Projects ONLY. This does not include any hours management or administration of the project if a PLA is required to be used on any of three potential projects.

| Anticipated Total Budget | Rate | Hours | Total |
|--|----------|-------|--------------------|
| Labor Relations Specialist | \$250.00 | 100.0 | \$25,000.00 |
| Project Executive | \$125.00 | 40.0 | \$5,000.00 |
| Client Relations and Contract Specialist | \$100.00 | 240.0 | \$24,000.00 |
| Admin Support Services | \$75.00 | 120.0 | \$9,000.00 |
| Anticipated Total | | | \$63,000.00 |
| Stop Gap (Previous Contract) | | | \$7,025.00 |
| Anticipated New Total | | | \$55,975.00 |

| Anticipated Monthly Budget | Rate | Hours | Total |
|--|----------|-------|--------------------|
| Labor Relations Specialist | \$250.00 | 25.0 | \$6,250.00 |
| Project Executive | \$125.00 | 10.0 | \$1,250.00 |
| Client Relations and Contract Specialist | \$100.00 | 60.0 | \$6,000.00 |
| Admin Support Services | \$75.00 | 30.0 | \$2,250.00 |
| Anticipated Monthly Total | | | \$15,750.00 |

Appendix A - Team Resumes



Daniel Villao

Chief Executive Officer

daniel@ipartnerships.net



Daniel Villao is Chief Executive Officer at Intelligent Partnerships and a national leader in labor policy design. He brings decades of policy development experience, including formulated workforce access programming for highly matrixed organizations with varied stakeholders, a successful track record in innovative supplier access design, and contractor training. Daniel is a proven change agent and creative, value-oriented problem-solver who excels in managing stakeholder expectations and communication while driving positive organizational change. Fluent in English and Spanish, Daniel has established a national reputation for creating diversity access for minority and disenfranchised contractors and workforces. He is a nationally acclaimed author of *Beyond Green Jobs* (UCLA Press 2013), which outlines the delivery of green construction modeling in CWA/CWA environments to scale contractor and worker access, portions of the work were adopted into the Federal Department of Transportation's workforce development strategy in 2014.

Daniel is also the architect of the City of Seattle's Labor Equity Program, which led to the adoption of the Targeted Hire Ordinance and the recognition of the Elliott Bay Seawall as the most diverse construction project in the nation by the National Building Trades Department. Daniel specializes in implementing innovative and accessible workforce designs that transform businesses and add value to all aspects of organizations. Mr. Villao served under both Democratic and Republican Administrations at the federal level in his former capacity as Deputy Administrator and was recognized for modernizing the federal Registered Apprenticeship system for the U.S. Department of Labor. He excels in working closely with stakeholders to drive positive organizational change and successfully led the teams who helped major employers such as Microsoft, Lufthansa, Zurich, and AON adopt apprenticeships. Daniel has dedicated his career to analyzing the ever-changing workplace landscape and helping organizations navigate the world of work to create jobs that make sense.



Julie Villao

President & Chief Operations Officer

julie@ipartnerships.net



Julie Villao is the President and COO of Intelligent Partnerships, Inc.; a firm focused on client improvement through strategic planning, Labor Navigation™, and Diversity Design™ in the public and private sectors. Julie's extensive background in key stakeholder management, operational oversight of client projects, and project process design has expanded the organization's scope and reach. Her work is recognized for its collaborative outcome-focused modeling by construction industry leaders, and her quality assurance strategies have served her clients well.

Julie is actively overseeing all aspects of Intelligent Partnerships, Inc. She and her Project Labor Agreement/Community Workforce Agreement Construction & Labor Compliance Team are managing project contacts in the Seattle, Washington area and are developing similar relationships related to Labor Navigation™ and diversity and inclusion throughout the country.

Julie's work is focused on process improvements that stimulate growth through diverse and small business engagement in mentorship design that helps generate access to scalable, intentional procurement development and integrated diverse worker access. Mrs. Villao has over 20 years of experience building and managing teams to serve clients by focusing on tasks that ensure that projects are completed on schedule.

In her personal time, Julie is a member of the National Genealogical Society (NSG). She dedicates time to help families and family-run businesses trace their heritage lines to deepen the historical fabric of the American story.



Audrey Bukala

CWA/PLA Lead Administrator

audrey@ipartnerships.net



Audrey Bukala is the CWA/PLA Senior Administrator and Pre-Job Coordinator at Intelligent Partnerships, Inc. She has substantial experience in project management and oversight. Her broad experience in ensuring that all Pre-Job paperwork is completed correctly and submitted within the required deadlines. Her attention to detail and organization is crucial to helping collect, store, and distribute required paperwork from contractors of all tiers, as required by the CWA/PLA in place on the project. She also works closely with contractors and unions to monitor unions and contractor compliance with dispatch procedures.

Audrey has been involved in large-scale CWA/PLA projects such as King County's Children and Family Justice Center, Washington State Convention Center Addition project, and the Washington State Department of Transportation SR-520 Montlake Project.



Cara Ritke-Watts

Certified Payroll Specialist

cara@ipartnerships.net



Cara Ritke-Watts serves as the Certified Payroll Specialist for Intelligent Partnerships. With over 20 years of payroll and accounts payable professional experience, Cara is responsible for implementing, managing, and administering payroll and back-office operations for Intelligent Partnerships and clients. Cara also provides an extensive background in data analysis and procurement to provide meaningful reports for organizations to make decisive decisions.

Before joining Intelligent Partnerships, Cara spent two decades building her credentials and establishing herself in the industry through valuable work with multiple private companies. Cara received a Bachelor of Interdisciplinary Arts and Sciences and a Paralegal Certification, and she has furthered her education through supplemental account and tax courses at the University of Washington.



Marcus Falealili

Field Enforcement/Admin Specialist

marcus@ipartnerships.net



Marcus Falealili is the Field Enforcement/Admin Specialist at Intelligent Partnerships, Inc., with experience in Public Works Projects and a successful background in subcontractor management, Pre-Job Conference Support, Project Reporting and documentation, and subcontractor support. He is experienced in general CWA/PLA Management, including contractor participation education, as well as all aspects of compliance guidance that contractors and sub-contractors of every tier on a project need to navigate.

Marcus has performed as the Field enforcement Officer on large-scale CWA/PLA projects such as King County's Children and Family Justice Center, Washington State Convention Center Addition project, and the Washington State Department of Transportation SR-520 Montlake Project.



Eric Mendoza
Business Manager
eric@ipartnerships.net



Eric Mendoza is the Business Manager at Intelligent Partnerships, where he coordinates with management to execute business strategies, manage operations, and guarantee customer retention. He applies expert knowledge, industry experience, and capabilities in research and data evaluation to help inform the larger narrative created in Diversity, Inclusion, Equity, and Accessibility policy design.

With substantial experience in data analysis, Eric has successfully completed multiple projects for clients in a range of industries. His academic preparation in business helps to inform his research, which has helped to create highly curated and crafted documents for public and private distribution. Eric is a triple degree graduate, having earned a Bachelor of Science in Entrepreneurship, a Bachelor of Science in Management and Leadership (Concentration: Business Law), and a Bachelor of Arts in Philosophy at Bradley University in Peoria, Illinois. Eric is also currently pursuing a Master of Science degree in Foresight at the University of Houston with an emphasis in Policy and Governance.

Currently, Eric volunteers as a Chapter Director for Alpha Psi Lambda National, Inc., where he develops policies, implements action plans at a national level and advises collegiate chapters on outreach and engagement. Additionally, Eric serves as the Treasurer on the Executive Board for the Texas Alumni Chapter of Alpha Psi Lambda National, Inc. He manages the organization's finances and volunteers on civil and social projects across the state in conjunction with other NALFO and Non-Profit organizations.



Alicia Thomas
AP/AR Specialist
alicia@ipartnerships.net



Alicia Thomas is the Account Payables and Receivables Specialist at Intelligent Partnerships, Inc. Alicia is known for her accuracy, attention to detail, and timeliness in managing payments, disbursements, and data management. She brings over 5 years of experience in working with diverse small businesses in industries like healthcare, banking, and consulting. Alicia's passion and professional outlook a customer-focused, drawing from solid credentials and proficiencies in generally accepted business practices. Her attention to detail and organization is crucial to helping collect, store, and report project delivery for invoicing and progress reporting.



intelligent Partnerships

Accelerate the Impact of Inclusion™














Intelligent Partnership-PGSF-PSA-RS-SD

Final Audit Report

2024-10-23

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