



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, November 6, 2024 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 30, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,384,906.61 For The Period Ending October 19, 2024 Through October 25, 2024.

Documents:

[RES CLAIMS PAYABLE OCT 19, 2024 - OCT 25, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,307,600.91 For The Period Ending October 19, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 22.PDF](#)

(3) Award The Construction Contract For The 3rd Avenue Water Quality Treatment Project To Blue Mountain Construction Group, LLC Of Bothell, WA In The Amount Of \$610,415.00.

Documents:

[BLUE MTN CONSTRUCTION-3RD AVE WTR QUALITY FACILITY-AWARD.PDF](#)

(4) Adopt A Resolution Declaring A CAT H95E Breaker And A CAT CV75 Compactor Surplus And Authorizing Sale At Public Auction.

Documents:

[CAT H95E BREAKER AND CAT CV75.PDF](#)

(5) Adopt A Resolution Declaring A 2008 New Holland Tractor With Tiger Bengal Arm Mower Surplus And Authorizing Sale At Public Auction.

Documents:

[NEW HOLLAND TRACTOR.PDF](#)

(6) Authorize The Mayor To Sign A Professional Services Agreement With Otak, Inc. For The Dorn Avenue Drainage Improvements In The Amount Of \$731,847.

Documents:

[OTAK-DORN AVENUE DRAINAGE IMP-PSA.PDF](#)

(7) Authorize The Mayor To Sign A Professional Services Agreement With PACE Engineers, Inc. For The Marilyn Avenue Drainage Improvements Project In The Amount Of \$575,000.

Documents:

[PACE ENG-MARILYN AVENUE DRAINAGE IMP-PSA.PDF](#)

PUBLIC HEARINGS & PROPOSED ACTION ITEMS:

(8) CB 2410-30 – 1st Reading - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2025 In The Amount Of \$944,422,185. (Public Hearing And 3rd & Final Reading 11/20/24, Final Vote On 12/4/24)

Documents:

[CB 2410-30.PDF](#)
[2025 BUDGET HEARING NO.1 - COUNCIL MEETING PRES.PDF](#)

(9) CB 2410-31 – 1st Reading - Adopt An Ordinance Levying The EMS Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2025, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (Public Hearing And 3rd & Final Reading And Vote 11/20/24)

Documents:

[CB 2410-31.PDF](#)

(10) CB 2410-32 – 1st Reading - Adopt An Ordinance Levying The Regular Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2025, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (Public Hearing And 3rd & Final Reading And Vote 11/20/24)

Documents:

[CB 2410-32.PDF](#)
[2025 PROPERTY TAX HEARING NO.1 - COUNCIL MEETING PRES.PDF](#)

ACTION ITEMS:

(11) CB 2410-28 – 3rd & Final Reading - Adopt An Ordinance Relating To Changes In The City Of Everett's Procurement Policy Regarding Contractors And Service Providers Who

Have Engaged In Wage Theft.

Documents:

[CB 2410-28.PDF](#)

(12) CB 2410-29 – 3rd & Final Reading - Adopt The Amendment To Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).

Documents:

[CB 2410-29.PDF](#)

(13) Authorize The Mayor To Sign The Professional Services Agreement With KBA, Inc., To Provide Construction Management Services For The Port Gardner Storage Facility Construction Project For Total Amount Not To Exceed \$8,485,355.

Documents:

[KBA-PGSF CONSTRUCTION MANAGEMENT-PSA.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- Call the Council offices at 425.257.8703
- You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

Whereas the claims payable by check against the City of Everett for the period Oct 19, 2024 through Oct 25, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	2,306.53	101	Parks & Recreation	30,624.16
002	General Government	(1,883.41)	110	Library	17,632.33
003	Legal	144,599.36	112	Community Theater	4,821.63
004	Administration	3,639.65	120	Public Works-Streets	27,481.60
005	Municipal Court	2,493.91	126	MV-Equipment Replacemer	431,064.18
007	Human Resources	495.86	130	Develop & Const Permit Fee	1,325.73
009	Misc Financial Funds	649,548.97	146	Property Management	43,520.39
010	Finance	1,079.62	152	Cum Reserve-Library	583.33
015	Information Technology	140.59	153	Emergency Medical Service:	62,318.65
021	Planning & Community Dev	4,740.92	155	Capital Reserve Fund	29,840.83
024	Public Works-Engineering	2,384.32	156	Criminal Justice	266,686.33
026	Animal Shelter	2,151.29	197	CHIP Loan Program	676.06
030	Emergency Management	73.42	303	PW Improvement Projects	205.20
031	Police	15,822.09	336	Water & Sewer Sys Improv I	151.02
032	Fire	96,336.60	342	City Facilities Construction	38,525.74
038	Facilities/Maintenance	1,146.44	401	Public Works-Utilities	735,433.31
	TOTAL GENERAL FUND	\$ 925,076.16	425	Public Works-Transit	327,014.16
			430	Everpark Garage	2,128.72
			440	Golf	1,282.90
			501	MVD-Transportation Service	154,326.13
			503	Self-Insurance	29,821.72
			505	Computer Reserve	81,048.06
			507	Telecommunications	2,006.77
			508	Health Benefits Reserve	8,268.75
			637	Police Pension	39,314.93
			638	Fire Pension	58,056.33
			661	Claims	65,671.49
			TOTAL CLAIMS	\$ 3,384,906.61	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of October 19, and checks issued October 25, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,178.37	7,205.90
003	Legal	86,423.88	24,902.57
004	Administration	52,795.56	9,819.94
005	Municipal Court	69,283.66	22,903.20
007	Personnel	55,047.72	17,714.05
010	Finance	110,631.97	34,524.94
015	Information Technology	107,594.45	35,003.10
018	Communications and Marketing	24,681.84	7,077.72
021	Planning & Community Dev	122,704.87	36,623.92
024	Public Works	219,874.49	71,289.29
026	Animal Shelter	60,582.78	23,804.44
030	Emergency Management	9,864.80	3,392.57
031	Police	1,190,441.80	309,067.71
032	Fire	740,209.67	184,739.09
038	Facilities/Maintenance	115,904.00	42,221.98
101	Parks & Recreation	144,287.90	55,150.87
110	Library	122,385.92	40,109.44
112	Community Theatre	8,654.25	2,090.02
120	Street	73,538.99	26,899.83
153	Emergency Medical Services	399,238.40	94,597.21
197	CHIP	7,701.53	1,936.73
198	Community Dev Block	3,839.52	1,456.28
401	Utilities	925,959.88	339,667.59
425	Transit	521,443.99	197,117.27
440	Golf	40,333.12	13,157.04
501	Equip Rental	80,997.55	29,629.08
		<u>\$5,307,600.91</u>	<u>\$1,632,101.78</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Award the Construction Contract for the 3rd Avenue Water Quality Treatment project to Blue Mountain Construction Group, LLC of Bothell, WA in the amount of \$610,415.00.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/06/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:
Yes ☒ No

PowerPoint presentation:
Yes ☒ No

Attachments:
Bid Summary, Project Map

Department(s) involved:
Public Works

Contact person:
Souheil Nasr

Phone number:
425-257-7210

Email:
snasr@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project: 3rd Avenue Water Quality Treatment Project

Partner/Supplier: Washington State Department of Ecology

Location: 3rd Ave SE between 97th PI SE and 98th PI SE

Preceding action: Ordinance No. 3876-22, approved on [5/25/2022](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The current programmed available funding, as established by City Ordinance No. 3876-22, for this project is \$1,365,000.

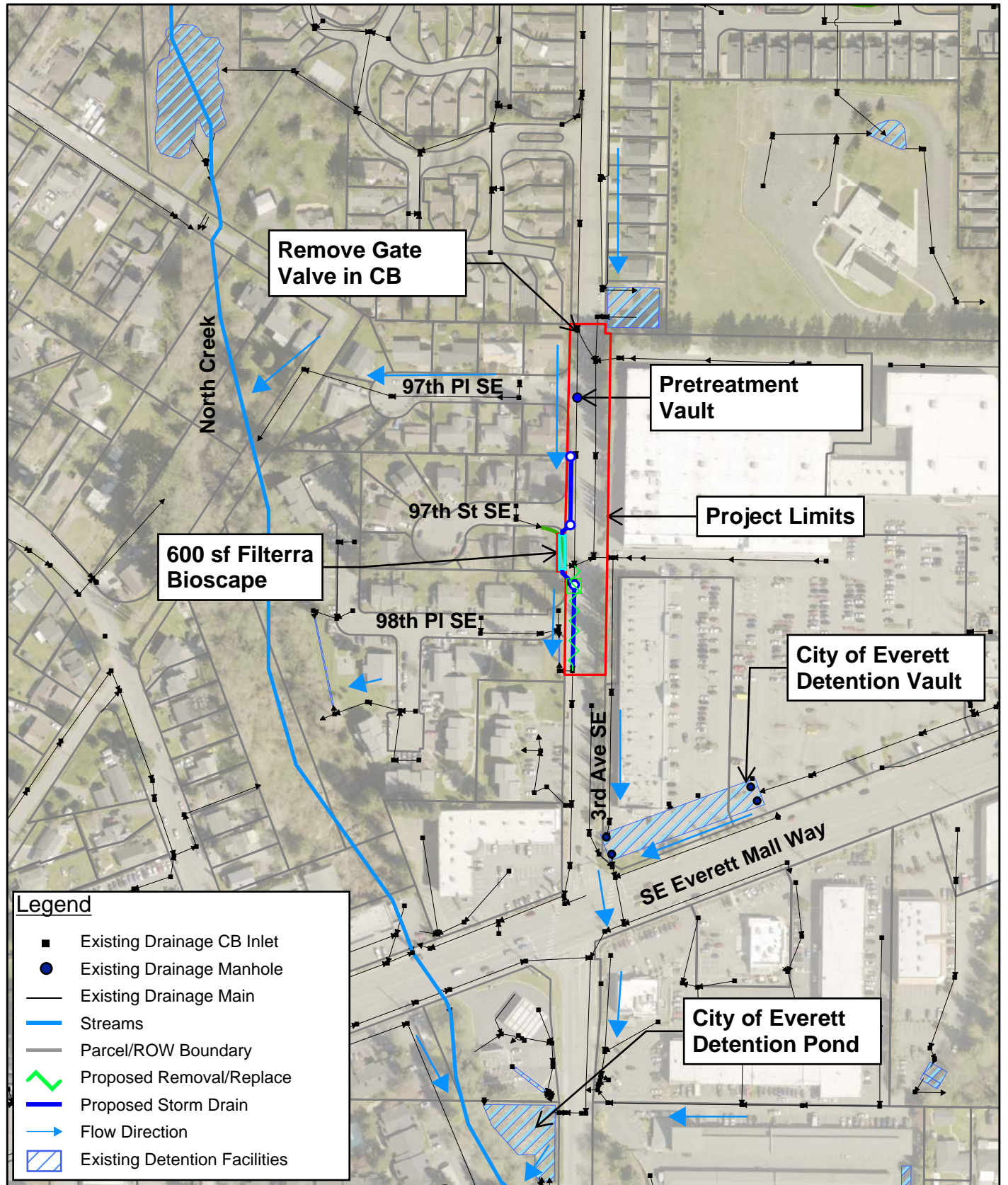
Project summary statement:

Bid proposals for the 3rd Avenue Water Quality Facility project were opened on October 15, 2024, with sixteen (16) bid proposals received. Blue Mountain Construction Group, LLC of Bothell, WA was the lowest responsive responsible bidder in the amount of \$610,415.00.

The project will construct a stormwater treatment facility along 3rd Avenue SE, north of SE Everett Mall Way. The proposed facility will treat runoff from approximately 45 acres of currently untreated land prior to discharge to North Creek. The project includes construction of a Filterra Bioscapes® facility at the corner of 3rd Avenue SE and 97th PI SE, a pretreatment vault at 98th PI SE, associated stormwater system pipes and structures, and restoration of pavement, sidewalks, and adjacent properties to pre-project conditions.

Recommendation (exact action requested of Council):

Award the Construction Contract for the 3rd Avenue Water Quality Treatment project to Blue Mountain Construction Group, LLC of Bothell, WA in the amount of \$610,415.00.



**City of Everett
3rd Ave SE Water Quality Facility
Project Map**

Everett, WA



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

BID SUMMARY

3rd Ave Water Quality Facility

W.O.# 3775

Date: 10/15/2024

For:

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$692,954.00
Blue Mountain Construction Group, LLC	\$610,415.00
RRJ Company, LLC	\$615,943.09
SRV Construction Inc	\$686,379.00
Road Construction Northwest, Inc	\$692,453.00
Welwest Construction Inc	\$702,759.00
Colacurcio Brothers, Inc	\$703,964.00
Earthwork Solutions, LLC	\$722,666.39
Premiun Services Inc	\$722,951.00
Harkness Construction, LLC	\$732,987.00
Konnerup Construction, Inc	\$738,912.00
Marshbank Construction, Inc	\$790,732.00
Bayshore Construction Company LLC	\$808,000.00
Core Infrastructure Services LLC	\$815,653.26
Apcon Tech, Inc	\$819,407.00
Pellco Construction, Inc	\$833,000.00
B & L Utility, Inc	\$935,175.00

Project title: Adopt a Resolution Declaring a CAT H95E Breaker and a CAT CV75 Compactor surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

11/6/24

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a CAT H95E Breaker and a CAT CV75 Compactor Surplus and Authorizing Sale at Public Auction

Partner/Supplier: *(Partner, etc.)*

Location: *If relevant*

Preceding action: *Previous council /committee*

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utility Division, owns a CAT H95E Breaker and a CAT CV75 Compactor. The equipment is being surplused because the department no longer needs it and it was not used enough to justify the maintenance costs. Its estimated surplus value is \$15,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a CAT H95E Breaker and a CAT CV75 Compactor surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a CAT H95E Breaker and a CAT CV75 Compactor surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a CAT H95E Breaker and a CAT CV75 Compactor, and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a CAT H95E Breaker and a CAT CV75 Compactor;
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2008 New Holland Tractor with Tiger Bengal Arm Mower surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

11/6/24

Briefing

Proposed action

Consent

Action ☒ X

Ordinance

Public hearing

☒ X Yes ☐ No

Budget amendment:

☐ Yes ☒ X No

PowerPoint presentation:

☐ Yes ☒ X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2008 New Holland Tractor (H0044) with Tiger Bengal Arm Mower (H0044.1) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: *(Partner, etc.)*

Location: *If relevant*

Preceding action: *Previous council /committee*

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utility Division, owns a 2008 New Holland T6030 Tractor (H0044) with Tiger Bengal arm mower and extra mower head (H0044.1). H0044 has approximately 4616 hours and is scheduled to be replaced in 2024 based on age, maintenance cost, and maintenance cost scoring.

H0044 and H0044.1 have an estimated surplus value of \$55,000 and have been replaced by an Alamo Mantis Mower(H0091).

RCW 35.94.040, amended by the Legislature in 2020, requires a public hearing before sale of equipment originally acquired for public utility purposes if the value of the equipment is greater than \$50,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2008 New Holland Tractor with Tiger Bengal Arm Mower surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2008 New Holland Tractor (H0044) with Tiger Bengal Arm Mower (H0044.1) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2008 New Holland Tractor (H0044) with Tiger Bengal Arm Mower (H0044.1).
2. The above-referenced equipment is no longer of value or use to the City. The equipment was originally acquired for public utility purposes. The City utilities department has determined that the equipment is not required to provide continued public utility service. The equipment has an estimated value in excess of \$50,000.
3. Chapter 3.88 EMC establishes a procedure and methods for surplus or disposition of City-owned personal property.
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests.
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.
6. In accordance with RCW 35.94.040, the City Council held a public hearing regarding the proposed surplus and sale of the equipment before the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 2008 New Holland Tractor (H0044) with Tiger Bengal Arm Mower (H0044.1). This equipment is determined to be surplus to the city's needs and is not required to provide continued public utility service.
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President



Project title: Dorn Avenue Drainage Improvements Professional Services Agreement with Otak, Inc.

Council Bill #

Project: Dorn Avenue Drainage Improvements

Partner/Supplier: Otak, Inc.

Location: Dorn Avenue and McGill Avenue near Evergreen Way

Preceding action: Surface Water Comprehensive Plan (Resolution 7758) [3/30/22](#)
Plans and Systems Ordinance "Marilyn Avenue Drainage Improvements":
[10/23/24](#)

Fund: 401 – Water and Sewer Utility

Agenda dates requested:

Briefing
Proposed action
Consent 11/06/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Services
Agreement

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Fiscal summary statement:

The Professional Services Agreement with Otak is for \$731,847. The funding source will be Fund 401 - Water and Sewer Utility. The program available funding is \$900,000.

Project summary statement:

Evergreen Way in the Vicinity of Holly Dr. experiences chronic flooding during significant rain events, as do side streets Dorn Avenue and McGill Avenue. This project will improve the local storm drainage system by installing large pipes and re-configuring the drainage system to improve redundancy. This contract will prepare the design and bid ready documents, as well as procuring all necessary permits.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with Otak, Inc. for the Dorn Avenue Drainage Improvements in the amount of \$731,847.

Initialed by:

RLS

Department head

Administration

Council President



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	Otak, Inc.
	2828 Colby Ave, Suite 401
	Everett, WA 98201
	David.ojala@otak.com
City Project Manager	Erik Emerson
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	eemerson@everettwa.gov
	Prepare design of stormwater improvements on Dorn Ave and McGill Avenue to address local flooding issues.
Completion Date	December 31, 2025
Maximum Compensation Amount	\$731,847

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Nate Blumberg
	404-457-7020
	Nate.Blumberg@greyling.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Russ Gaston

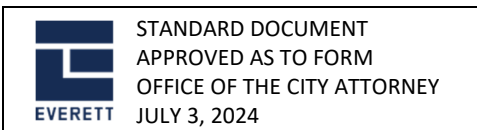
Signer's Email Address: russ.gaston@otak.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



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)**

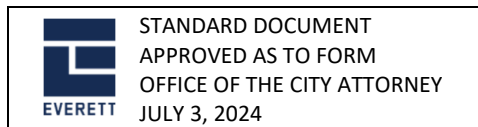


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



City of Everett Dorn Avenue Drainage Improvements

Otak Project No.21001B

8/28/2024

Description of Project

The goal of this project is to provide final construction documents (plans, specifications, and estimate) to implement flood reduction alternatives 1A and 2 at Evergreen Way near Holly Drive from the *Evergreen Way Flood Reduction Alternatives Analysis* completed January 19, 2024, by Otak. In addition, water quality treatment for the two locations will be designed to a 30% level and be compatible with the final flood reduction alternatives.

Background

The primary goal of the City of Everett's Dorn Avenue Drainage Improvements Project is to reduce flooding that occurs on Evergreen Way without increasing flooding that occurs on downstream private properties and the downstream public conveyance network. Otak developed a hydraulic model of the existing conveyance system and developed solution concepts to reduce the existing flooding conditions. Impacts on downstream flows and velocities at the Dorn Avenue outfall and in North Creek downstream of McGill Avenue were also checked with the model. Most of the study area does not have any existing water quality treatment. Conceptual water quality sizing was completed by extracting water quality flow rates from the hydraulic model. The flows were used to size a typical off-line, regional, underground proprietary biofiltration facility using manufacturer recommendations. Based on hydraulic modeling of the system, the flooding issue at the Evergreen Way low point is caused by the large existing impervious drainage area overwhelming the undersized existing conveyance system. Runoff from a large, predominately commercial, contributing area (55.5 acres) converges near 8824 Evergreen Way with a storm system from southwest of 4th Avenue W. running along both sides of Evergreen Way and collecting area from the west in a system along Holly Drive. This entire system outlets from Dorn Avenue to the mainstem of North Creek through an unknown, poor, and suspect private system within a storage unit.

The solution is to upsize the conveyance system from the Evergreen Way Low Point to its existing outlet along Dorn Avenue and to bypass a portion of flows from McGill Avenue to North Creek before they reach the low point. Solution Element 1A consists of 194 LF of new 42-inch diameter pipe, 1805 LF of new 36-inch diameter pipe, and 12 new/replaced structures. A new alignment along Holly Drive is used to minimize work in Evergreen Way. Solution element 2 consists of 1521 LF of new 24-inch diameter pipe and nine new structures along McGill Avenue to North Creek with excavations up to 14 feet deep.

Otak's Scope of Services for this project includes the following:

- Project Management and Coordination
- Site Investigation
- Topographic Survey and Basemap
- Drainage Analysis
- Options Analysis
- Utility Coordination
- Preliminary Design (30%)
- Final Design (60, 90, 100%)
- Geotechnical Support
- Environmental Assessment and Permitting
- Advertisement and Bid Support
- Construction Engineering Support (Optional)

1. Project Management and Coordination

The project is anticipated to last 9 months with notice to proceed in November 2024 and completion in August 2025. The City's plan is for construction to occur in 2025/2026.

1.1 Coordination with the City

Otak will coordinate with the City on a regular basis by phone and email to keep the project manager informed about project progress, project issues and schedule. Otak will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City project manager will occur on a weekly basis, and a status report will be provided to the City each period summarizing tasks accomplished, anticipated tasks for the next period, percent of work complete, and budget status. A half-hour status meeting will occur bi-weekly.

1.2 Project Management Plan

Otak will create a Project Management Plan for the project. The Project Management Plan will define project goals and design criteria, communications, deliverables, quality control requirements, and a risk issue log for the project. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Project Management Plan sections will include:

- The Project Work Plan (scope, schedule, and budget)
- Communications Management Plan
- Risk Management Plan / Risk Issues Log
- Change Management Plan
- Quality Assurance Management Plan

The Project Management Plan will be completed after the kickoff meeting.

1.3 Design Coordination Meetings with the City

Coordination meetings will be held with City staff to review the 30%, 60%, 90% and 100% submittals. It is assumed that meetings will be held virtually by video conference or in person. The meetings are assumed to be up to 1.5 hours in length. Attendance will generally include Otak's project manager and designer along with designated City staff. The meetings are anticipated to include the following:

- 30% plan review
- Review of City comments for the 60%, 90% and 100% plan review including cost estimate review. 90% review will include the specifications.

1.4 Project Monitoring and Reporting

Project monitoring and reporting will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and monthly invoicing.

TASK 1 DELIVERABLES

- Weekly project status reports via email
- Project Management Plan Update (Draft and Final, electronic PDF file format)
- Project Schedule
- Monthly progress report and invoice to include Summary table indicating the following information for each task and contract total: contract budget, prior billed, current invoice, and budget remaining.

TASK 1 ASSUMPTIONS

- Notice to proceed will occur in November with design completion anticipated by end of August 2025.
- Bi-weekly status meetings will be held via video conference.

2. Site Investigation

2.1 Desktop Review

This task will gather additional existing available information from the City on McGill Pond, pond overflows, and flooding of McGill Avenue at the North Creek culvert crossing. This includes past maintenance records, drainage complaints, photographs, and stormwater infrastructure drawings, as-built or surveys.

2.2 Site Reconnaissance

The team will visit the project site to confirm and verify the Solution Element 1A and 2 alignments and inspect the McGill Avenue Pond site and low point. The project survey basemap will be field verified for utility locations/conflicts, existing critical infrastructure, and access features. The open conveyance adjacent to Dorn Avenue will be targeted to understand current safety concerns and proposed mitigation.

TASK 2 DELIVERABLES

- GIS graphic with annotation of pond infrastructure, overflow paths and McGill Ave flooding locations.
- Markups on survey basemap for internal use and coordination with surveyor if additional information needed.

TASK 2 ASSUMPTIONS

- This task will support the options analysis for the McGill Ave bypass outfall.
- City provides available past maintenance records, drainage complaints, photographs, and stormwater infrastructure information.
- The City will coordinate right of entry – contacting landowners and securing rights.
- The City will provide access to McGill pond.

3. Topographic Survey and Basemap

3.1 Survey and Basemap

This task will provide topographic surveying and mapping along the project areas near Dorn Avenue and McGill Avenue. Survey 25 feet on each side (50 feet wide) of the design pipe alignment on private properties. Survey from edge of pavement to edge of pavement of the design pipe alignment along Holly Drive, Evergreen Way and McGill Avenue, including surface utilities 5 feet beyond the edge of pavement and excluding the portions of Evergreen Way that was previously surveyed by Matron. Along Dorn Avenue, the survey will extend to the right of way limits and include ditch areas on the south side where the storm lines enter and exit.

The task will include:

- Establish survey control. Horizontal datum will be on Washington State Plane, north zone, NAD 83/2011 adjustment. Vertical datum will be on NAVD88.
- Contact Washington Utility Notification Center to request utility locates and request maps.
- Verify a sufficient amount of Metron's control points and incorporate Matron topographic survey into Oak's base map.
- Provide topographic surveying and mapping of constructed and natural features. Topographic features include, but are not limited to: roadway including gutter line, edge of pavement, curb, sidewalk, driveways, buildings, structures, striping, utilities, fences, 8" DBH trees and larger, break lines, ground shots, outfall pipes, rim/invert elevations and pipe sizes of inlets and manholes. Connecting storm structures will be surveyed outside of the area to be surveyed and mapped.

3.2 Boundary Survey

This task will provide right-of-way and property lines along the project areas.

This task will include:

- Perform survey research
- Search and tie survey monuments
- Resolve right-of-way and property lines
- Prepare monument removal permits, up to 2 are assumed

3.3 Property and Easement Acquisition Support

Otak will recommend easement dimensions to allow for construction of conveyance improvements and future maintenance by the City on private property after 60% design. There are up to 8 parcels (8825, 8821, 8921 and 9011 Evergreen Way; 204 Dorn Avenue; undeveloped parcel 00480200200600 between Holly Drive and Evergreen; 31 or 110 E. McGill Ave) needing acquisitions. Legal descriptions/exhibits will be stamped by a professional land surveyor in the State of Washington. The City's existing easement

along 204 Dorn Avenue and 9011 Evergreen Way (AFN 9204140900) will be utilized to the extent feasible.

TASK 3 DELIVERABLES

- 2022 Civil 3D drawing and digital terrain model
- Table of property/easements and easement dimensions with graphic in CAD
- Monument removal permit in PDF format, if applicable
- Up to 8 legal descriptions and exhibits for acquisitions in PDF format

TASK 3 ASSUMPTIONS

- The City will coordinate with private property owners for access for the survey activities.
- Private utility locates might be needed based on the markings by Washington 811.
- Otak will obtain preliminary title reports.
- A separate field visit is anticipated for surveying the pothole locations.
- City has provided an electronic drawing of Metron's topographic survey.

4. Drainage Analysis

4.1 Hydrologic and Hydraulic Model Updates

This task will update the hydraulic modeling to reflect the proposed 60% design and confirm 25-year flood protection. The model will be updated to support the Task 6 – Options Analysis for Solution Element 2, to mitigate McGill Avenue flooding, and to design flow splits at the water quality treatment devices (Dorn and McGill). The model will also be used to quantify downstream impacts. Prior modeling of Solution Element 2 options showed similar impacts to North Creek by peak flows being dampened by McGill Pond or the direct outfall offsetting the timing of peak flows.

4.2 Hydrologic and Hydraulic Memorandum

A Hydrologic and Hydraulic Memorandum summarizing hydraulic results, water quality treatment sizing and any flow splits, and downstream impacts in North Creek at the Dorn Avenue and McGill outfalls. The Hydrologic and Hydraulic Memorandum will be based on of Section 3 – Hydrology & Hydraulics and Section 4 – Conceptual Water Quality Treatment from the *Evergreen Way Flood Reduction Alternatives Analysis, January 19, 2024, by Otak*.

TASK 4 DELIVERABLES

- Electronic versions of the updated proposed condition hydraulic models.
- Hydrologic and Hydraulic Memorandum (draft and final).

TASK 4 ASSUMPTIONS

- No changes to the hydrologic and hydraulic modelling will be made after the 60% submittal.

- No changes to the existing condition model will be needed.
- Downstream impacts modeling will be limited to comparisons in peak flow and velocity. Wetland hydroperiod analysis will not be performed.

5. Options Analysis

5.1 Options Analysis for Solution Element 2 Outfall

This task will determine the ultimate outfall location for the McGill Avenue bypass. The prior alternatives analysis identified an option 2a that directs the outfall to McGill Pond, or option 2b which outlets directly to North Creek. The city has indicated that McGill Pond is suspected to overflow and cause flooding of McGill Avenue just south of the pond. The options analysis will include a solution to this flooding – likely construction of a conveyance from the pond overflow spillway to North Creek that precludes road flooding.

5.2 Options Analysis for Water Quality Treatment

The size and cost, at the alternatives analysis, were developed using the Contech Modular Wetland System (MWS) which is Department of Ecology GULD certified for Enhanced Treatment. Conceptually, this off-line treatment would involve a flow splitter at the depth of the proposed conveyance improvement. The MWS has an upper size limit at approximately 0.9 cfs. To treat larger flows, multiple vaults would need to be joined in parallel requiring additional connecting structures and space. Therefore, regional treatment is more challenging at the Solution Element 1 (Dorn Avenue) location and multiple treatment locations in the watershed or other water quality treatment techniques will be explored further in this task. For Solution Element 2 (McGill Avenue) the configuration would change if the outfall was to North Creek (less space would be available) instead of McGill Pond. The sizing performed for the alternatives analysis was meant to approximate cost of water quality retrofit treatment for planning purposes for the entire contributing area (public and private).

This task will revisit the water quality configuration at Dorn Avenue and provide configuration options that provides maximum treatment area within or adjacent to the Solution Element 1 R/W limits.

The water quality treatment configuration options will also be completed at McGill (Solution Element 2). These will be completed in tandem with the outfall options for Solution Element 2 – Task 5.1.

The configuration options will focus on:

- available area in roadway or R/W
- other area adjacent to the R/W
- vertical drop

TASK 5 DELIVERABLES

- Matrix table comparing options 2a and 2b outfall location and water quality configurations at McGill including a figure.
- Matrix table and figure of Water Quality Treatment Option at Dorn Ave.
- Grant application level project writeup for each selected treatment option including: project sketch, description, planning level estimate and figure showing catchment area treated.

TASK 5 ASSUMPTIONS

- Matrices include description, location, benefits, risks, and preliminary cost comparison for options. Electronic submittal of matrices and figures (draft and final).
- Options for Dorn limited to five, options at McGill limited to five (ten total).. Some options will be the same BMP at different locations or configurations. A different brand of the same type of BMP at the same location/configuration is not a different option.
- Modeling and modeling documentation of the options is included in Task 4 – Drainage Analysis.
- Size of water quality treatment from the alternatives analysis will be used as a starting point: Dorn 12 EA – 8'x 24' underground treatment units. McGill 2 EA – 8'x 20' underground treatment units.
- The design standard will be Enhanced treatment with 6PPD-Q removal to the best available knowledge at time of project.

6. Utility Coordination

6.1 Franchise Utility Coordination

Along Evergreen Way, Holly Avenue, Dorn Avenue, and McGill Avenue there will be potential conflicts with water and sewer service lines as well as power, gas, and communication lines. In this task, Otak will coordinate with and explore opportunities to design around existing utilities, but we do not recommend compromising the quality and safety of the City's improvements simply to avoid conflicts. It is possible that various relocation efforts will be necessary. If this is the case, any private utility relocation design would be completed by the utility companies.

Otak's utility coordination in this task are as follows:

1. Obtain/Review Utility As-Built Records

Otak will contact applicable franchise utility companies (power, gas, and telecommunications) to request record drawings for the project to verify locations of existing facilities and conflicts.

2. Coordinate with Everett

Otak will coordinate with City of Everett for the water and sewer utilities owned and operated by the City. Up to 2 meetings will be held with the City water and sewer group.

3. Coordination with Utility Companies

Otak will maintain regular email contact with the utility companies to make them aware of the project and the relocation efforts that may be required. It has been Otak's experience that utility companies are much more likely to complete their relocations in a timely manner if they feel that they have been included in the process from the beginning. Communication will begin with as-built requests and Otak will send the 30%, 60% and 90% design drawings. It is anticipated that up to six (6) utility coordination meetings will occur with utility companies to review 60% design, associated cost and schedule implications, and design (by others) of relocation (if needed) of the affected utilities.

4. Formal Communication Records.

Otak will maintain a formal record of all communications with the utility companies associated with each potential conflict or relocation effort. Progress on utility coordination will be tracked in a spreadsheet.

5. Utility Coordination Plan

Prepare and maintain a Utility Coordination Plan to show all existing and proposed utilities within the project corridor. Otak will also prepare a spreadsheet/matrix summarizing utility conflict locations and actions for each of the project locations. These documents will be updated whenever new information becomes available to assure that all utility coordination activities are tracked.

6.2 Utility Potholing Coordination

Otak will prepare a pothole plan for coordination and approval by the City and franchise utilities and will contract with a utility locating company for potholing utilities that may be in conflict and have elevations that cannot be determined from available information. It is assumed that up to thirty-eight (38) potholes will be required.—Surveyors will survey the nails and hubs (separate task) set by the potholing company for locating the utility for project design. Critical utility crossings are gravity side sewer connections, water lines, and telecommunication duct banks (as needed).

6.3 Utility Potholing (Vendor – APS/BRAVO)

Otak will contract with a vendor (APS/BRAVO) for performing potholing field work. Vendor will prepare the temporary traffic control plan and obtain the Right-of-Way traffic control permit for potholing activities and provide temporary traffic control and flagging. It is assumed that up to thirty-eight (38) potholes will be required.

TASK 6 DELIVERABLES

- Utility coordination tracking spreadsheet.
- Electronic spreadsheet/matrix summarizing utility conflict locations and actions for each of the locations.
- Utility Coordination Plan graphic (electronic pdf) including pothole information.

TASK 6 ASSUMPTIONS

- Meetings with power, gas and telecommunications will be separate meetings (2 each – total 6).

- City of Everett water and sewer meeting will be combined and be attended by City Project Manager. (2 meetings)
- The City has franchise utility agreements with power, telecommunications and gas which obligate utilities to coordinate on utility conflicts and relocation (if needed by utilities).
- Up to 8 hours are scoped for utility coordination with government telecommunication if needed.
- Sanitary sewer main crossing elevations can be derived from survey inverts.
- Water services are flexible and can be field adjusted. No potholing needed.
- McGill/Evergreen (6- water lines, 18 – side sewers)
- Dorn/Holly (4 – water lines, 6 - side sewers)
- Power is overhead, no potholing needed.
- Gas mains (as needed) are potholed by the gas utility.
- Telecommunication duct banks (4 assumed). (Likely only in Evergreen Way).
- Telecommunication service lines will not be potholed and can be field adjusted.
- Pothole vendor does their own locates.

7. Preliminary Design

7.1 30% Stormwater Conveyance (15 sheets)

Preliminary design (30%) will be developed for Solution Element 1 along Holly and Dorn and Solution Element 2, along McGill Avenue. The purpose of the 30% is to set the alignment and profile of the conveyance and identify critical utility conflicts. The 30% plan sheets for the stormwater conveyance will include:

- Cover Sheet
- General Notes and Legend
- Dorn Stormwater Plan and Profile View (7 sheets) (horizontal 1" = 20' and vertical scale 1" = 5')
- McGill Stormwater Plan and Profile View (6 sheets) (horizontal 1" = 20' and vertical scale 1" = 5')

7.2 30% Water Quality Treatment (4 sheets)

Preliminary design (30%) will be developed for the preferred water quality treatment systems at Dorn and McGill Avenue developed in Task 5. The 30% plan sheets for the treatment systems will include:

- Plan and Profile View (1 sheet) for Solution Element 1 Water Quality
- Plan and Profile View (1 sheet) for Solution Element 2 Water Quality
- Detail Sheet (cross section of device modified from vendor) and control structure for Solution Element 1
- Detail Sheet (cross section of device modified from vendor) and control structure for Solution Element 2

TASK 7 DELIVERABLES

- 30% plans pdf format
- Grant application level cost estimate.
- Catchment area treated figure

▪

TASK 7 ASSUMPTIONS

- Plan and profile are horizontal 1" = 20' and vertical scale 1" = 5'.
- 1" = 20' plan and profile sheets show up to 450 LF of conveyance at full scale.

8. Final Design Documents (48 sheets)

We understand that the proposed improvements will be bid as an individual bid package with only the conveyance design progressing to final. To the extent possible, the following design standards will be used for the proposed improvements:

- 2024 City of Everett Design & Construction Standards and Specifications for Development
- WSDOT Standard Specifications- 2024 Edition

Plans will be prepared per the latest version of the City CADD standards (in place at time of project). Civil 3D will be used for civil design. City-wide reviews will occur at 60% and 90% design level.

8.1 Prepare 60% Plans

Otak will prepare 60% level plans for the stormwater conveyance improvement at Dorn and McGill. These will be developed from the 30% design plans. Comments from the 30% design will be incorporated into the 60%. Comment responses will be prepared for the 60% review comments. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

Additional plan sheets for 60% will include:

- Survey Control and Alignment Plan
- Temporary Erosion Sediment Control and Demolition Plan (13 sheets) 1" = 20' horizontal.
- Temporary Erosion and Sediment Control Details (2 sheets)
- Construction Access and Staging Plan (4 sheets)
- Pavement and Restoration Plan (13 sheets)
- Drainage Detail Sheet

8.2 Prepare 90% Plans

Otak will prepare 90% level plans for the conveyance improvement at Dorn and McGill. These will be developed from the 60% design plans. Comments from the 60% design review will be incorporated into the 90% plans. Comments responses will be prepared for the 90% review comments.

8.3 Prepare 100% Design

Otak will prepare 100% level plans for the conveyance replacement. These will be developed from the 90% design plans. Comments from the 90% design review will be incorporated into the 100%. Comments responses will be prepared for the 100% review comments. Draft and Final 100% will be prepared.

8.4 Prepare Project Specifications

Otak will prepare Special Provisions for Division 2 through 9 of the Specifications that are related to the site civil bid items and plans. Special Provisions will be prepared based upon the 2024 (or current) Edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and latest Amendments. Otak will work with the City to prepare the full Project Manual including advertisement and bid forms, contract, Division 1, as well as any necessary Appendices. An estimated number of working days for the contract will also be provided.

The City will provide the current City standard Bid Forms, Contract Provisions, and Special Provisions Division 1 to Otak in electronic format. The City will also provide templates for Division 2 through 9.

8.5 Prepare Engineer's Estimate (30%, 60%, 90%, and Final)

Engineering estimates of anticipated construction costs will be prepared at the 30%, 60%, 90% and final levels. Estimates will be prepared using historical unit prices from similar projects, other current cost data, and recent City projects (as available). The Engineer's Estimate will be based on the Summary of Quantities. Bid quantities will be organized into standard bid items, supplemented by additional non-standard items, and conform to a project bid schedule.

8.6 Design Report

A design report will be prepared documenting the design, assumptions, and requirements. For stormwater compliance, the Underground Utility Projects exemption per 1-3.2 of the Washington State Department of Ecology Stormwater Management Manual applies since the utility project replaces ground surface with in-kind material or materials with similar runoff characteristics. Therefore, minimum Requirement 2 is the only requirement. Controls will be developed only for Construction SWPPP Elements that pertain to the project site. An abbreviated stormwater site plan will be prepared.

The design report will include the following documentation:

- Project Overview
- Design Standards and Requirements
- Existing Conditions Summary
- Proposed Conveyance Design
- Hydrologic and Hydraulic Memorandum Summary including Off-Site Analysis
- Construction Stormwater Pollution Prevention Plan (considering 13 elements as they pertain to the site in a narrative and drawing)
- Special Reports and Studies (Hydrologic and Hydraulic Memorandum and Geotechnical Report)

TASK 8 DELIVERABLES

- 60%, 90%, 100% (draft and final) plans
- 60%, 90%, final, Construction Cost Estimate and summary of quantities
- Draft Specifications including Special Provisions at 90%
- Final full Project Manual
- Draft and final Design Report

TASK 8 ASSUMPTIONS

- Water Quality treatment will only be taken to 30% design, but the conveyance system will, to the extent possible, accommodate the future water quality facilities.
- City comments on plans and Otak responses will be compiled in a review comment form.
- Specifications will be completed in Word – edits/comments in track changes
- 60% will include a list of non-standard bid items, 90% will include draft specifications including special provisions.
- Submittals of plans, specifications, estimate and reports will be electronic

9. Geotechnical Support (HWA Geosciences)

Otak will review Geotechnical deliverables and provide coordination for the geotechnical work. The geotechnical subconsultant Scope of Services is included in Attachment B. Boring Logs will be included in the Geotechnical Memorandum. Geotechnical report will be included as an attachment in Task 8.6.

10. Environmental Assessment and Permitting

Solution Element 1 will move an existing outfall to North Creek slightly downstream into a public easement. Solution Element 2 will create a new outfall into an existing detention facility or into North Creek at McGill Road.

10.1 Wetland and Stream Delineation Report

Otak will conduct wetland and stream delineations within the project areas for both utility alignments. The delineated wetland boundaries and ordinary high water (OHW) line at the existing outfalls will be marked with flagging or wire flag stakes as appropriate and surveyed with a handheld GPS with sub-meter accuracy by Otak. Utility lines are expected to be replaced mainly within existing roads or other paved surfaces and are not expected to impact environmentally sensitive areas, but vegetation clearing may be necessary in the vicinity of the outfalls to North Creek. The area for the wetland and OHW flagging will extend for 50 feet to either side (100-foot-wide corridor) of the proposed alignment. Wetland/stream boundaries beyond the 100-foot-wide survey corridor will be visually estimated.

Wetlands will be delineated using the Corps of Engineers Wetlands Delineation Manual (1987) as amended, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains Valleys, and Coast Region (2010) as required by the City of Everett, WDFW, Ecology, and the Corps of Engineers. All delineated wetlands will be rated using the Washington State Wetland Rating System for Western Washington – 2014 Update (Ecology Publication No. 14-06-029) to classify wetlands

and determine buffer widths per Everett Municipal Code (EMC) 19.37 (Critical Areas). The OHW line on any streams in the survey area will be delineated in accordance with USACE Regulatory Guidance Letter 05-05 (Ordinary High Water Mark Identification) and Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Ecology 2016).

Otak will prepare a Wetland and Stream Delineation Report in accordance with state and federal standards, including special flood hazard areas, wetlands, streams, and fish and wildlife habitat conservation areas (FWHCAs).

10.2 Alternatives Analysis and Develop Permitting Strategy

Design alternatives and permitting requirements will be evaluated to help support selecting a preferred alternative for each of the utility outfalls, including estimated permit application review timelines for comparing the alternatives to the project schedule. A permit matrix for comparing the different alternatives will be prepared.

The projects are anticipated to be exempt from critical areas regulations per Everett Municipal Code (EMC) 19.37.050.A(f) as long as the outfall replacements do not expand or encroach further into critical areas (e.g., North Creek, riparian buffer, or wetlands). If designs are not consistent with the exemption criteria then a critical areas permit will be required.

10.3 Prepare JARPA (Contingency)

The projects area potentially exempt from Clean Water Act (CWA) permitting requirements if they qualify for the maintenance exemption. To qualify for the maintenance exemption, the maintenance action must not modify the character (e.g., fill material), scope, or size of the original fill design. If the projects include discharging new material in North Creek or associated wetlands then a federal permit and/or state permits will be required.

A Joint Aquatic Resources Permit Application (JARPA) will be prepared at the 60 percent design stage. The JARPA will be used to apply for the Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) if necessary; and a Department of the Army (Section 404) permit from the Corps of Engineers. The project is anticipated to be permitted under a Nationwide Permit #3 (Maintenance) or #58 for Utility Lines and not result in the conversion of wetland habitat. Otak will submit the pre-filing request to Ecology for the Section 401 certification. An impacts assessment and restoration plan for permanent and temporary impacts will be completed under this task.

Otak will prepare the JARPA figures for the project design to include with the City's permit applications for Corps, WDFW, and Ecology permitting. Otak will prepare the figures in accordance with current JARPA standards, which allow 11"x17" drawings. Otak will calculate quantities and areas of impacts (waterbodies, buffers, etc.) for permitting. The 60% design construction drawings will be used to prepare permit applications.

Cultural resources review is not expected to be required by the USACE for this project, and is not included in this scope of work. All temporary impacts to sensitive area vegetation will be restored in kind. A restoration plan will be prepared for the JARPA application.

10.4 Prepare ESA Compliance (Contingency)

If a USACE 404/401 permit is required to replace the existing outfalls or relocate an existing outfall, then compliance with the Endangered Species Act is also required. Documentation necessary for compliance with the provisions of the ESA will be prepared for the project as part of the federal (e.g., USACE) permitting and compliance process. A No Effect Letter will be prepared that will document No Effect to ESA-listed species and designated critical habitats because the outfalls are currently existing. ESA-listed fish species are known to occur in North Creek downstream of the project area, but none are assumed to occur in the uppermost reach of North Creek due to downstream barriers to fish migration. Preparation of a Biological Assessment/Evaluation for consultation with National Marine Fisheries Service (NMFS) or United States Fish and Wildlife Service (USFWS) is not included in this scope nor anticipated to be required by the USACE.

10.5 Prepare SEPA Checklist

Utility maintenance projects are exempt from State Environmental Policy Act (SEPA) as long as any repairs on land wholly or partially covered by water are minor in nature. In the event that the project design exceeds minor improvements, or otherwise no longer is exempt from SEPA, then a SEPA Checklist will be prepared along with vicinity map and simple plan view appropriate for the general public. Otak will submit the checklist to the City for environmental review as the lead agency in the SEPA process. The City will prepare the threshold determination (TD) to complete the SEPA compliance process.

10.6 Agency Meetings and Permit Facilitation

Prior to permit submittals, Otak will arrange a meeting, preferably on-site, with applicable City, State, and Federal resource and regulatory agency staff to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, Otak will coordinate with City staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

Otak will act as the Agent for the City and apply for and coordinate all environmental permitting. The City is anticipated to lead the city permitting process if required. A total of 16 hours is included in this task for Otak's Senior Scientist and Project Manager.

Task 10 Deliverables

- Wetland and Stream Delineation Report (electronic PDF file format)
- JARPA Drawings, 11" x 17" (electronic PDF file format)
- Draft and Final JARPA Form (electronic PDF file format)
- 401 Certification Pre-Filing Request (electronic PDF file format)
- No Effect Letter for ESA Compliance (electronic PDF file format)
- SEPA Checklist (electronic PDF file format)

Task 10 Assumptions

- The City will request right-of-entry from property owners if required to perform the required field work along the alignment.
- Documentation for compliance with Section 106 of the National Historic Preservation Act is not included in this Scope of Services.
- The proposed project will result in a Determination of Non-Significance (DNS) for SEPA.
- Preparation of a SEPA EIS is not included in this scope.

- This task assumes one round of review comments by the City prior to Otak finalizing reports and permit applications.
- The project will be exempt from the City's critical areas ordinance (EMC 19.37).

11. Advertisement and Bid Support

Otak will provide responses to bidder's questions and assistance to the City, including:

1. Support for Bid Advertisement
2. Attend bid opening
3. Respond to contractor questions
4. Interpretation of contract documents during the bidding process.
5. Preparing addenda to the bid documents.
6. Bid review

12. Construction Engineering Support Services (Optional)

If requested, this scope will be submitted as a supplement to the Contract. It may include services such as:

- Response to RFI's
- Review and approval of submittals
- Construction observation support
- Attendance at regular construction meetings
- Coordination directly with the contractor, as directed by City of Everett

13. Management Reserve Contingency

If directed by the City, consultant will provide services needed to assist the City for unforeseen tasks related to this project that were not specifically addressed in this scope of work. When requested by the City, the consultant will provide a scope and budget for the task identified by the City. The consultant will not proceed with the task until written authorization has been provided by the City. The allotted amount for this task is \$70,000.

OTAK DIRECT EXPENSES

- Mileage and travel costs
- Vendor for potholing.
- Title Reports

SHEET LIST – FINAL DESIGN (48 SHEETS)

1. Cover Sheet
2. General Notes and Legend
3. Survey Control and Alignment Plan

4. Stormwater Plan and Profile Solution Element 1 Dorn (7 sheets)
5. Stormwater Plan and Profile Solution Element 2 McGill (6 sheets)
6. Pavement and Restoration Plan (13 sheets)
7. Temporary Erosion and Sediment Control and Demolition Plan (1" – 20') (13 sheets)
8. Temporary Erosion and Sediment Control Details (2 sheets)
9. Construction Access and Staging Plan (4 sheets)
10. Drainage Detail Sheet

City of Everett
Dorn Ave Drainage Improvements

Fee Estimate - Final Draft

Otak Project # 21001B



Task	Description	Total Otak Hours	Total Otak Budget by Task	Geotechnical Subconsultant	Total
1.0	Project Management and Coordination				
1.1	Coordination with the City	128	\$24,582.00		\$24,582.00
1.2	Project Management Plan	20	\$4,384.00		\$4,384.00
1.3	Design Coordination Meetings with the City	24	\$4,448.00		\$4,448.00
1.4	Project Monitoring and Reporting	36	\$7,277.63		\$7,277.63
2.0	Site Investigation				
2.1	Desktop Review	34	\$5,784.00		\$5,784.00
2.2	Site Reconnaissance	40	\$7,464.00		\$7,464.00
3.0	Topographic Survey and Basemap				
3.1	Survey and Basemapping	182	\$23,044.00		\$23,044.00
3.2	Boundary Survey	62	\$10,916.00		\$10,916.00
3.3	Property and Easement Acquisition Support	94	\$17,660.00		\$17,660.00
4	Drainage Analysis				
4.1	Hydrologic and Hydraulic Model Updates	44	\$8,104.00		\$8,104.00
4.2	H&H Memorandum	22	\$3,716.00		\$3,716.00
5	Options Analysis				
5.1	Options Analysis for Solution Element 2 Outfall	66	\$12,128.00		\$12,128.00
5.2	Options Analysis for Water Quality Treatment	98	\$18,596.00		\$18,596.00
6	Utility Coordination				
6.1	Franchise Utility Coordination	140	\$21,544.00		\$21,544.00
6.2	Utility Potholing Coordination	52	\$8,752.00		\$8,752.00
6.3	Utility Potholing by Vendor				
7	Preliminary Design (19 sheets)				
7.1	30% Stormwater Conveyance (15 sheets)	332	\$49,292.00		\$49,292.00
7.2	30% Water Quality Treatment (4 sheets)	140	\$22,260.00		\$22,260.00
8	Final Design (48 sheets)				
8.1	60% Design	400	\$59,940.00		\$59,940.00
8.2	90% Design	340	\$51,220.00		\$51,220.00
8.3	100% Design	256	\$37,212.00		\$37,212.00
8.4	Project Specifications	144	\$22,436.00		\$22,436.00
8.5	Engineer's Estimate (30, 60, 90, final)	122	\$20,800.00		\$20,800.00

City of Everett
Dorn Ave Drainage Improvements

Fee Estimate - Final Draft

Otak Project # 21001B



Task	Description	Total Otak Hours	Total Otak Budget by Task	Geotechnical Subconsultant	Total
8.6	Design Report (draft and final)	92	\$15,992.00		\$15,992.00
9	Geotechnical (HWA Geosciences) Support	32	\$5,192.00	\$34,673.00	\$39,865.00
10	Environmental Assessment and Permitting				
11.1	Wetland Report	68	\$10,272.00		\$10,272.00
11.2	Permit Strategy	18	\$3,570.00		\$3,570.00
11.3	JARPA Form and Plans	84	\$12,744.00		\$12,744.00
11.4	ESA Compliance	32	\$5,440.00		\$5,440.00
11.5	SEPA Checklist	22	\$3,280.00		\$3,280.00
11.6	Agency Coordination	16	\$3,556.00		\$3,556.00
11	Advertisement and Bid Support	72	\$11,600.00		\$11,600.00
12	Construction Engineering Support Services (Optional)				
13	Management Reserve Contingency		\$70,000.00		
	<i>Total Hours</i>	3,212	\$513,205.63		
	<i>Current Billing Rate</i>				
	<i>Annualized Billing Rate</i>				
	<i>Total Labor Cost</i>		\$513,205.63		
	<i>Otak Direct Expenses</i>		\$5,130.00		
	<i>Geotech Sub Expenses (driller, etc..)</i>			\$41,989	
	<i>Geotech Direct Expenses</i>			\$5,229	
	<i>Expense (potholing vendor)</i>		\$61,620.00		
	Project Total		\$649,955.63	\$81,891	\$731,847

Note: Billing rates shown are for estimating purposes only. Invoiced rates may vary based on the classification and billing rate of actual staff performing the work.

June 13, 2024
HWA Project No. 2024-P180-21

Otak, Inc.
2828 Colby Avenue, Suite 401
Everett, WA 98301

Attention: David Ojala, PE

Subject: **Revised Proposal for Geotechnical Engineering Services
Everett Stormwater Conveyance Improvements
Holly Drive and Dorn Avenue; Evergreen Way and West McGill Avenue
Everett, Washington**

Dear Mr. Ojala:

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this revised proposal for geotechnical services associated with the Everett Stormwater Conveyance Improvements (Holly/Dorn and Evergreen/McGill) Project in Everett, Washington. This scope of work is based on our understanding of the project and our conversations with Otak.

PROJECT UNDERSTANDING

HWA understands the City of Everett (City) proposes to improve stormwater conveyance at two sites within the city. The first site is in the vicinity of the intersection of Holly Drive and Dorn Avenue, where the project will install approximately 195 linear feet (lf) of 42-inch diameter pipe, 1,800 lf of 36-inch diameter pipe, and 12 new/replaced structures. The second site is located in the vicinity of Evergreen Way and McGill Avenue, where the project will install approximately 1,500 lf of 24-inch diameter pipe and 9 new structures. The design team is evaluating the feasibility of using the jack and bore method of trenchless construction for the pipe crossing of Evergreen Way. Excavations at both sites are anticipated to be up to 14 ft deep. Stormwater treatment vaults may be constructed at up to two locations at each site. At Otak's request, HWA has prepared this proposal for geotechnical services in support of the proposed improvements.

SCOPE OF SERVICES

The following sections present HWA's proposed scope of services to support design of the project:

Project Management: HWA will provide general project management services, including project startup/closure, progress reporting, budget-tracking, and internal coordination/scheduling.

June 13, 2024

HWA Project No. 2024-P180-21

Collect and Review Available Geotechnical Data: HWA will review available geotechnical information in the vicinity of the project sites. This review will include online geotechnical databases, geologic maps, previously completed geotechnical reports, and the HWA library.

Perform Geotechnical Site Reconnaissance and Mark Utility Locates: HWA will conduct a geotechnical site reconnaissance of the project area. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. While on site, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center.

HWA will conduct an additional site visit to verify and clear the proposed exploration locations after utilities are marked by the Utility Notification Center. Proposed locations will also be verified and cleared with a private utility locate subcontractor, as needed. HWA assumes load/unload, reconnaissance, and travel to the site requires 4 hours for each trip.

Traffic Control Plans: HWA will hire a traffic control subcontractor who will develop traffic control plans for the proposed explorations. HWA assumes conducting the proposed explorations will require flagger-controlled lane closures of one lane.

Right of Way Permit Application: Because explorations will be located within the travel lanes or shoulders of publicly owned streets, HWA will coordinate with the City of Everett to obtain right-of-way/traffic control permits. HWA will coordinate a traffic control subcontractor to provide appropriate traffic control personnel and devices when working within public right-of-way. It is assumed that the required permits will be provided at no cost to HWA.

Plan Geotechnical Field Exploration Program: HWA will plan and coordinate the geotechnical exploration program for the project. The exploration program will consist of drilling up to 10 borings and installing four groundwater monitoring piezometers at the location of the proposed improvements to obtain soil and groundwater information for design and construction of the project. The planning efforts will include coordination with various subcontractors, the design team and the City of Everett.

Conduct Pavement Coring: Based on existing information provided by the client, the pavement section of Evergreen Way includes Portland cement concrete pavement. In order to access the soils beneath the pavement and to characterize the thickness of pavement section materials, HWA will complete one pavement core at the boring located near the intersection of Evergreen Way and W McGill Ave. An approximately 12-inch diameter core barrel will be used to drill and extract the pavement core to assess current roadway conditions. Set up for the coring process consists of securing a portable drill-press to the pavement using an expansion anchor, attaching the drill motor and core barrel, and leveling prior to drilling. Water is injected into the core barrel during drilling to mitigate dust and cuttings are vacuumed from the roadway as they are produced. The coring process will take approximately one to two hours at the proposed location

and will occupy one lane of travel. Pavement coring will be immediately followed by advancement of the borehole at the core hole location. HWA anticipates that the pavement coring and borehole advancement will collectively take up to six hours. Methodology for advancing the borehole is discussed subsequently.

Conduct Geotechnical Explorations: HWA will complete four days of drilling consisting of up to 11 geotechnical borings at the project sites to assess the subsurface soil and groundwater conditions. The proposed borings will each be advanced to a depth of 25 feet or until practical refusal of the drilling equipment, whichever is shallower. All borings will be drilled using hollow stem auger drilling equipment. Four groundwater monitoring piezometers (two at each project site) will be installed at select boring locations to allow for groundwater observations over time.

Each of the above-described geotechnical explorations will be logged by an HWA representative who will monitor the explorations, collect representative soil samples, and prepare detailed logs of the subsurface conditions observed. Soils will be characterized in general accordance with ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*. Geotechnical soil samples from the exploratory borings will be obtained in general accordance with ASTM D1586, *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils* at 2.5 ft or 5 ft intervals.

Conduct Groundwater Monitoring: HWA will visit the site on a roughly monthly basis to collect measurements from the groundwater monitoring wells. Monitoring will be completed over a 12-month period, for a total of 11 site visits following completion of drilling. HWA assumes each visit will require 2 hours, including travel time and that traffic control devices and personnel will not be required to access the monitoring wells.

Generate Exploration Logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of select soil samples. HWA has included budget for 11 percent fines content determinations, 11 grain size analyses, and 55 moisture content determinations. Geotechnical soil samples obtained from the explorations will be held in HWA's laboratory until submittal of a draft report after which time they will be disposed of.

Geotechnical Engineering Analysis and Reporting: Information from the field investigations will be analyzed by geotechnical engineers from HWA to develop geotechnical engineering conclusions and recommendations for design and construction of the proposed stormwater conveyance improvements. The results of HWA's field explorations, laboratory testing, engineering analyses, and geotechnical conclusions and recommendations will be summarized in a draft geotechnical report that addresses both project sites. Upon receipt of consolidated comments from the design team and the City, HWA will prepare a final geotechnical report, which will be stamped by the project geotechnical engineer. The geotechnical report will include the following:

June 13, 2024

HWA Project No. 2024-P180-21

- Site plans identifying the approximate locations of the explorations.
- Summary exploration logs and the results of the geotechnical laboratory tests completed by HWA.
- A summary table of pavement and base course thicknesses observed at exploration locations.
- A discussion of near surface soil and groundwater conditions at each project site.
- An evaluation of the moisture sensitivity of soils at each project site.
- Conclusions regarding the anticipated need to dewater temporary excavations, including a discussion relating to potential dewatering methods that may be used if it is anticipated that dewatering will be required.
- Recommendations related to trench excavation and temporary shoring.
- Recommended allowable temporary excavation slopes.
- Recommendations for pipe foundation support, pipe bedding, and initial backfill materials.
- Recommended trench backfill compaction criteria.
- An evaluation of the suitability of excavated soil for use as trench backfill.
- A discussion regarding the feasibility of the jack and bore trenchless construction method for the pipe crossing at Evergreen Way and McGill Avenue.
- Recommendations for buried utility vaults, including subgrade preparation, lateral earth pressures, and buoyancy and uplift considerations.
- Recommendations for monitoring and testing during construction.

DELIVERABLES:

- Monthly status reports and invoices
- Right of Way Permit Application
- Draft and Final Geotechnical Engineering Reports

ASSUMPTIONS:

- The geotechnical field investigation will be conducted during daylight workdays and hours, with at least 8 hours available per day for on-street work.
- The geotechnical field investigations for both project sites will be completed under one mobilization.

June 13, 2024

HWA Project No. 2024-P180-21

- Boring locations will be determined using handheld GPS and/or measurement from existing known features.
- The project sites are assumed to be free of contamination.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either samples or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Experience has shown that subsurface soil and groundwater conditions can vary significantly over small distances, and it is possible that other subsurface conditions and/or contamination may exist in areas that were not investigated. If contamination is discovered, it is likely that the data will not be sufficient for delineating the vertical and/or lateral extent of contamination or to provide an accurate cost estimate for soil and/or groundwater disposal during construction.
- All required rights-of-way and/or rights-of-entry permits will be provided by others at no cost to HWA.
- Utility locates, completed via the Washington Utility Locate Center, will be comprehensive and accurate enough to allow for reliable and safe location of borings. Vacuum extraction of borings is not included.
- The City of Everett will allow the pavement at the boring locations to be patched with fast-setting concrete.
- Portland cement concrete pavement is not present below the asphalt concrete pavement at proposed exploratory boring locations (i.e., no concrete coring will be required), with the exception of the boring near the intersection of Evergreen Way and West McGill Avenue. One concrete core will be conducted at that location.
- Proposed stormwater treatment vaults will be located within the proposed storm sewer alignments.
- Maximum trench depths will be 14 feet or less.
- Borings not completed as groundwater monitoring wells will be decommissioned in accordance with the requirements of WAC 173-160.
- Excess cuttings from the exploratory borings will be properly disposed of off-site.

June 13, 2024

HWA Project No. 2024-P180-21

- HWA will keep all soil samples collected during these investigations until issuance of the draft geotechnical report. Prior to disposal, HWA will inform Otak who may direct HWA to store the samples, to dispose of the samples, or to deliver the samples to the City. If requested, HWA will store the samples for the City at a rate of \$1.00/sample/month (\$25.00/month minimum charge). HWA can deliver the samples to the City for a maximum charge of \$100. HWA will notify Otak of the monthly rate for storage prior to disposal or in-house storage. Proposed project costs do not include the cost of sample storage.
- All costs are estimated and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by others during construction.

PROJECT BUDGET

HWA estimates that the alternate scope of services proposed herein will require a budget of **\$81,891** to accomplish the geotechnical engineering tasks proposed herein, as detailed on the attached project cost estimate spreadsheet. HWA agrees not to exceed the above cost estimate without your prior authorization. However, if during the evaluation of the available data unanticipated subsurface conditions are revealed which would require a level of effort beyond the scope of study, HWA will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate. A breakdown of the cost estimate for the project is provided in Table 1.

Table 1: Fee Estimate Breakdown

Task	Estimated Fee
Field Investigation Program	\$12,210
Subcontracted Expenses (includes 12 percent markup)	\$41,989
Groundwater Monitoring	\$3,169
Geotechnical Laboratory Testing	\$3,650
Direct Expenses	\$1,109
Engineering Analyses and Reporting	\$19,764
Total Estimated Fee	\$81,891

The budgets presented in this proposal reflect an estimate based on our current understanding of the project requirements for a scope of work developed from the information provided. HWA

June 13, 2024
HWA Project No. 2024-P180-21

reserves the right to transfer hours and budgeted dollars between tasks to satisfy project requirements. Our budget also reflects estimated direct costs to the project for testing, drilling, equipment rental, etc. HWA may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.

Thank you for the opportunity to provide this alternate proposal for geotechnical engineering services. Should you have any questions regarding this proposal, or require additional services, please contact us at your convenience. If you agree with the scope of services and budget described herein, please authorize by preparing a subconsultant services agreement consistent with previous agreements between Otak and HWA.

Sincerely,

HWA GEOSCIENCES INC.



Sean Gertz, P.E.
Senior Geotechnical Engineer

Project Cost Estimate
 Everett Stormwater Conveyance Improvements
 Everett, Washington
 Prepared for Otak



HWA Ref: 2024-180
 Date 13-Jun-24
 Prepared By: YNAN/SMG

Proposed Scope of work:

This estimate is based on eleven exploratory borings, averaging 25 feet deep. See proposal dated June 13, 2023.

ESTIMATED HWA LABOR:		PERSONNEL & 2024 HOURLY RATES								
WORK TASK DESCRIPTION	Principal \$110.00	Geotech Engr VIII \$94.00	Geotech Engr V \$63.00	Geotech Engr III \$50.00	Geol. III \$45.00	CAD \$45.00	Admin. Support \$35.00	Contracts Admin. \$50.00	TOTAL HOURS	TOTAL AMOUNT
Field Explorations										
Plan and Coordinate Field Exploration Program			4	4					8	\$452
Conduct Utility Locates and Additional Site Visit to Verify/Clear Utility Locates				8					8	\$400
Prepare ROW Permit Application / Traffic Control Plans			2	6		2			10	\$516
Perform Drilled Boreholes (up to 11 borings, assumes 4 days)				6	36				42	\$1,920
Perform Concrete Core on Evergreen Way (one core, assumes 1/2 day)				4	4				8	\$380
Conduct Groundwater Monitoring					22				22	\$990
Geotechnical Engineering										
Generate Exploration Logs and Assign Laboratory Testing			1	2	6				9	\$433
Geotechnical Engineering Analyses		4	8	4					16	\$1,080
Prepare Draft Geotechnical Report	2	4	16	16		8			46	\$2,764
Prepare Final Report		4	8	8					20	\$1,280
Geotechnical Task Management and Project Set Up			6				4	2	12	\$618
TOTAL LABOR:	2	12	45	58	68	10	4	2	201	\$10,833

HWA LABOR COSTS

Direct Salary Cost (DSC)	\$10,833
Overhead (OH) @ 190.07% of DSC	\$20,590.28
Fixed Fee @ 30% of DSC	\$3,249.90
TOTAL LABOR:	\$34,673

ESTIMATED DIRECT EXPENSES:

Mileage: 26 miles/roundtrip, \$0.67/mile, 18 trips	\$314
GPS: \$75/day, 4 days	\$300
Pavement Coring Equipment: \$150/core	\$150
Water Level Indicator: \$30/day, 15 days	\$450
Laboratory Testing (see detail to left)	\$4,015

TOTAL DIRECT EXPENSES:	\$5,229
-------------------------------	----------------

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	55	\$25	\$1,375
Percent Fines	11	\$105	\$1,155
Grain Sized Distribution	11	\$135	\$1,485

LABORATORY TOTAL:	\$4,015
--------------------------	----------------

ESTIMATED SUBCONTRACTORS:

Traffic Control w/ flaggers, \$2500/day, 4 days	\$10,000
Drilling Subcontractor; up to 11 borings, 25 feet each	\$26,000
Private Utility Locate, \$190/hour, 6 hours	\$1,140
Technical Editor, Draft Report	\$350
Markup on Subcontractors; 12%	\$4,499

TOTAL SUBCONTRACTORS:	\$41,989
------------------------------	-----------------

PROJECT TOTALS AND SUMMARY:

Total Labor	\$34,673
Direct Expenses	\$5,229
Total Subcontractors	\$41,989
ESTIMATED PROJECT TOTAL:	\$81,891

Assumptions:

See proposal dated June 13, 2023.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
See attached table	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.



Otak, Inc.
2024 Billing Rate Schedule

Discipline	Current Billing Rate	Annualized Billing Rate
<u>Engineering</u>		
Sr. PIC/Sr. PM Civil	350.00	359.00
PIC/Sr. PM Civil	302.00	310.00
Civil Engineer X	235.00	241.00
Civil Engineer IX	222.00	228.00
Civil Engineer VIII	202.00	207.00
Civil Engineer VII	186.00	191.00
Civil Engineer VI	174.00	179.00
Civil Engineer V	163.00	167.00
Civil Engineer IV	151.00	155.00
Civil Engineer III	140.00	144.00
Civil Engineer II	132.00	136.00
Civil Engineer I	120.00	123.00
Engineering Designer V	150.00	154.00
Engineering Designer IV	132.00	136.00
Engineering Designer III	120.00	123.00
Engineering Designer II	110.00	113.00
Engineering Designer I	93.00	96.00
Engineering Tech VII	170.00	175.00
Engineering Tech VI	140.00	144.00
Engineering Tech V	128.00	131.00
Engineering Tech IV	118.00	121.00
Engineering Tech III	95.00	98.00
Engineering Tech II	85.00	87.00
Engineering Tech I	75.00	77.00
<u>Science</u>		
PIC/Scientist	239.00	245.00
Scientist VI	210.00	216.00
Scientist V	185.00	190.00
Scientist IV	160.00	164.00
Scientist III	140.00	144.00
Scientist II	121.00	124.00
Scientist I	99.00	102.00
Environmental Specialist	153.00	157.00



Otak, Inc.
2024 Billing Rate Schedule

Discipline	Current Billing Rate	Annualized Billing Rate
<u><i>Planning & Landscape Architecture</i></u>		
Sr. PIC/Sr. PM LA/Mst Pln	317.00	326.00
PIC/Sr. PM LA/Master Plan	237.00	243.00
Landscape Architect VII	198.00	203.00
Landscape Architect VI	172.00	177.00
Landscape Architect V	159.00	163.00
Landscape Architect IV	146.00	150.00
Landscape Architect III	133.00	137.00
Landscape Architect II	123.00	126.00
Landscape Architect I	109.00	112.00
Landscape Technician III	115.00	118.00
Landscape Technician II	103.00	106.00
Landscape Technician I	85.00	87.00
Planner VI	197.00	202.00
Planner V	185.00	190.00
Planner IV	170.00	175.00
Planner III	158.00	162.00
Planner II	143.00	147.00
Planner I	130.00	134.00
Planner Associate IV	125.00	128.00
Planner Associate III	112.00	115.00
Planner Associate II	100.00	103.00
Planner Associate I	82.00	84.00
Sr. GIS Specialist - Planner	132.00	136.00
GIS Specialist - Planner	120.00	123.00
<u><i>Survey</i></u>		
PIC/PLS Sr. Manager	280.00	288.00
Professional Land Surveyor V	245.00	252.00
Professional Land Surveyor IV	180.00	185.00
Professional Land Surveyor III	170.00	175.00
Professional Land Surveyor II	151.00	155.00
Professional Land Surveyor I	145.00	149.00
Survey Crew Chief III	145.00	149.00
Survey Crew Chief II	122.00	125.00
Survey Crew Chief I	94.00	97.00
Survey Office Technician IV	140.00	144.00
Survey Office Technician III	129.00	132.00



Otak, Inc.
2024 Billing Rate Schedule

Discipline	Current Billing Rate	Annualized Billing Rate
Survey Office Technician II	104.00	107.00
Survey Office Technician I	94.00	97.00
Survey Field Technician III	92.00	94.00
Survey Field Technician II	85.00	87.00
Survey Field Technician I	78.00	80.00
PIC/Sr. CM	244.00	251.00
Construction Manager VI	225.00	231.00
Construction Manager V	203.00	208.00
Construction Manager IV	194.00	199.00
Construction Manager III	171.00	176.00
Construction Manager II	151.00	155.00
Construction Manager I	139.00	143.00
Field Representative VII	185.00	190.00
Field Representative VI	155.00	159.00
Field Representative V	145.00	149.00
Field Representative IV	125.00	128.00
Field Representative III	114.00	117.00
Field Representative II	104.00	107.00
Field Representative I	94.00	97.00
CM Documentation Specialist III	148.00	152.00
CM Documentation Specialist II	125.00	128.00
CM Documentation Specialist I	107.00	110.00
<u><i>Project Support Services</i></u>		
Graphics Specialist	128.00	131.00
Project Coordinator III	160.00	164.00
Project Coordinator II	150.00	154.00
Project Coordinator I	129.00	132.00
Project Admin. Asst	96.00	99.00

Project title: Marilyn Avenue Drainage Improvements Professional Services Agreement with PACE Engineers, Inc.

Council Bill #

Project: Marilyn Avenue Drainage Improvements

Partner/Supplier: PACE Engineers, Inc.

Location: Marilyn Avenue and W. Intercity Avenue

Agenda dates requested:

Briefing
Proposed action
Consent 11/06/24
Action
Ordinance
Public hearing

Preceding action: Surface Water Comprehensive Plan (Resolution 7758) [3/30/22](#)
Plans and Systems Ordinance "Marilyn Avenue Drainage Improvements":
[10/23/24](#)

Fund: 401 – Water and Sewer Utility

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Services Agreement

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Fiscal summary statement:

The Professional Services Agreement with PACE Engineers is for \$575,000. The funding source will be Fund 401 - Water and Sewer Utility. The programmed available funding is \$1,100,000.

Project summary statement:

This contract is for design and permitting services for a project to address persistent flooding on Marilyn Avenue and W. Intercity Avenue. Work will consist of design efforts to replace and improve the storm drain system, such as culvert replacement, stream regrading/restoration, and storm drainpipe upsizing.

This project addresses the issues identified in the Surface Water Comprehensive Plan (SWCP) project NC-7.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with PACE Engineers, Inc. for the Marilyn Avenue Drainage Improvements Project in the amount of \$575,000.

Initialed by:

RLS

Department head

Administration

Council President



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	PACE Engineers, Inc.
	3501 Cobly Ave #101 Everett, WA 98201
	johnf@paceengrs.com Assured Partners
City Project Manager	Cindy Cullen
	City of Everett – Public Works 3200 Cedar St. Everett, WA 98201
	ccullen@everettwa.gov
Brief Summary of Scope of Work	Marilyn Avenue & W. Intercity Avenue drainage improvement design
Completion Date	December 31, 2026
Maximum Compensation Amount	\$575,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Assured Partners
	800-597-2612
	allison.barga@assuredpartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

PACE ENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Ken Nilsen

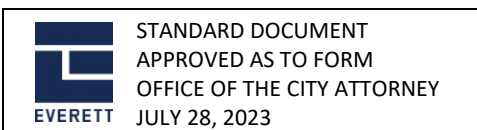
Signer's Email Address: kenn@paceengrs.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. 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.
 - 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.071423.1)

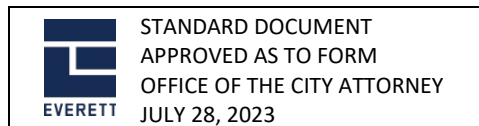


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

ATTACHMENT “A”

TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF EVERETT-PUBLIC WORKS/SURFACE WATER MANAGEMENT
AND
PACE ENGINEERS, INC.
FOR
MARILYN AVENUE DRAINAGE IMPROVEMENTS

PROJECT DESCRIPTION

City of Everett Surface Water Management seeks to complete design of stormwater conveyance and stream improvements on Intercity Avenue and West Marilyn Avenue to alleviate flooding during larger storm events. An alternatives analysis was completed by Otak, Inc. that analyzed multiple options to collect and, in some cases, re-route existing flows to mitigate flooding. This analysis included conceptual design, hydrologic/hydraulic modeling, planning level cost estimating, and selection of the preferred options for each segment of the analysis.

The following scope of work outlines the specific activities, work product, and schedule for completion.

DETAILED PROJECT SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT

Subtask 101 – Project Administration/Management

This task is provided to encompass the work required to provide the project manager with oversight for maintaining budget and schedule compliance. This will be accomplished through coordination of staffing and project requirements between the project manager and project team. Monthly invoices and work descriptions will be provided for tracking of costs and early recognition of scope or contract changes. Included in this task is a biweekly, ½ hour coordination meeting with City staff. 20 meetings are assumed based on the City’s schedule. This task also includes production of an initial project schedule as well as an updated project schedule that will be provided to the City monthly with the work progress summary and invoice.

Subtask 102 – Progress Meetings

This task is provided to coordinate progress on the Plan update with City staff.

- Progress Meetings - A total of 5 (five) review/coordination meetings with City staff are included. These will occur at the kickoff phase, preliminary (30%) design review, intermediate (60%) review, 90% review, and final design review of the plans.

PACE will prepare an agenda of meeting topics and submit to the City in advance of all meeting dates. PACE will also conduct the meeting and prepare and distribute the minutes of the meeting.

Subtask 103 – Quality Assurance/Quality Control

In this task, specific additions, deletions, and revisions will be coordinated with the project team, City staff, and reviewed by the principal-in-charge. The purpose of this task is to ensure a high-quality level throughout the project.

Deliverables:

- Monthly Invoices and status reports, with updated project schedules. Invoices to include budget table with the following information for all tasks and contract total: budget, spent-to-date, current charges, remaining budget.
- Updated Project Schedule
- Agendas/meeting minutes for all progress meetings listed in subtask 102.

TASK 200 – TOPOGRAPHIC SURVEY

PACE will prepare a topographic basemap/boundary map of the project area. The project area is described below in the area of coverage but generally is within the existing rights-of-way of Intercity Avenue, 1st Avenue SE, and Marilyn Avenue as well as a portion of three (3) private parcels where the stream channel improvements are proposed.

Survey control will be established from City of Everett survey control and Washington State Reference Network.

1. Survey control will be established from City of Everett survey control and WSRN.

Topographic Survey – shall include but is not limited to the following:

- Hardscapes such as walks, driveways, etc.
- Roadway markings and signage.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment (APS estimate fee of \$3,000.00), or identified on readily available record drawings.
- Potholing of existing utility lines to determine depth of utility where existing information is not sufficient or requires a higher level of accuracy. Estimated 10 potholes to be included (Estimated Fee of \$5,000.00).
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Any tree 8-inch in diameter or greater as measured 4 feet above the ground.
- Contours will be generated at a 1-foot interval.
- Stream cross sectional elevations including the channel bottom, toe and top of banks every 25' within project limits. Stream sections shall be wide enough to contain the anticipated 100-year flow (expected to be 3 vertical feet from the existing WSEL) within the surveyed area.
- Stream cross sectional spot shots at significant features within project limits.
- Wetland and Ordinary high-water mark (OHW) delineation.

Boundary Survey:

- PACE will obtain current title reports for Snohomish County parcels 0048020110-0300 & 0048020110-0400. PACE will review the vesting deeds and legal description as well as any recorded easements or encumbrances on the property. PACE will calculate the boundaries of these parcels in order to prepare any needed legal descriptions (limited to a total of 3).
- The monuments required to define these properties and rights-of-way will be surveyed and the property boundaries and right-of ways will be calculated and shown.
- All easement lines of record contained within the title report will be calculated and shown with recording number and purpose.

Assumptions:

- Client shall provide right of entry.
- Boundary monuments are in place and are in the correct locations.
- Formal traffic control is assumed to be not needed. Client shall provide if needed.
- CAD work will be done according to City of Everett CAD Standards.

TASK 300 – ENVIRONMENTAL PERMITTING

PACE will provide the Environmental Permitting services for the project as necessary to secure required permits and environmental approvals. Services include the following:

Subtask 301 –Site Reconnaissance

Up to three PACE project team staff will conduct a site visit in coordination with WDFW to understand the site-specific conditions. Qualitative observations concerning existing vegetation, riverbank conditions, and exposed stormwater features will be documented in field notes and site photos. Quantitative information, at a minimum, will include bankfull-width measurements and pebble counts.

Deliverables:

- Field visit notes (to be included as appendix in the Design Report)
- Site photos (to be delivered electronically as requested)
- Restoration strategy concurrence

Assumptions:

- The existing unnamed stream is fish bearing and the existing culvert across West Marilyn Avenue is considered a fish barrier.

Subtask 302 –State Environmental Policy Act (SEPA) Checklist and Public Agency Utility Exception

PACE will prepare a SEPA checklist for the project to evaluate potential impacts to resources and provide a signed copy of the checklist to the City, as lead agency, for issuance of a determination. PACE will assist the City with the SEPA publication and mailings if requested.

Deliverables:

- SEPA checklist
- City of Everett Land Use Permit Application
- Formal letter requesting Public Agency Utility Exception (PAUE)

- Mitigation sequencing narrative
- Restoration plan for temporary stream, wetland, and buffer impacts

Assumptions:

- It is assumed the project will be issued a Mitigated Determination of Non-significance by the City as Lead Agency.
- Fees for City permit applications and environmental reviews are not included and will be City responsibility.

Subtask 303 – Stream Delineation and Impact Analysis

PACE will conduct an onsite stream delineation to establish the OHWL of the unnamed creek and its buffer, as required by City code. The OHWL will be flagged onsite, and data collected on the stream characteristics and existing conditions. The mapped stream will be used for project permitting and a stream analysis will be prepared to address potential impacts to the stream or buffer. A mitigation plan will be provided.

Deliverables:

- Draft stream delineation map and analysis for City review
- Final stream delineation map and analysis for submittal to permitting agencies
- Mitigation sequencing narrative (depending on the preferred alternative)
- Restoration plan for temporary stream and buffer impacts

Assumptions:

- PACE will not be responsible for obtaining right-of-entry for access on any private property in order to delineate the stream in the field.

Subtask 304 – Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)

PACE will complete the online APPS submittal to WDFW for an HPA. The online submittal will include the No Affect Letter and the SEPA determination, as well as the stream delineation and impact analysis, design plans and mitigation plans.

In this task specific additions, deletions, and revisions will be coordinated with the project team, City staff, and reviewed by the principal-in-charge. The purpose of this task is to ensure a high-quality level throughout the project.

Deliverables:

- Department of Fish and Wildlife APPS online submittal materials packet (hard copy and electronic).

Assumptions:

- The proposed project will improve the water quality of water entering the creek by reducing the amount of debris and sediment being transported downstream during flood events.
- The proposed project will not have an adverse impact on downstream waterbodies.
- The stream channel is fish passable (to be confirmed in the field).
- The City will be responsible for any permitting and review fees.

Subtask 305 –Joint Aquatic Resources Permit Application (JARPA) and Aquatic Protection Permitting System (APPS) Stream Delineation and Impact Analysis

PACE will prepare a JARPA and complete the online APPS form for submittal to the Corps, Ecology, and WDFW if necessary. The JARPA document will function as the permit application for the Clean Water Act (CWA), Section 404 permit, and the CWA Section 401 Water Quality Certification.

Deliverables:

- Draft Joint Aquatic Resource Permit Application (JARPA) Application
- Final Joint Aquatic Resource Permit Application (JARPA) Application
- APPS online submittal

Subtask 306 –Biological Assessment (BA)

PACE will prepare a BA for the project to submit to the Corps summarizing potential impacts to species listed as threatened or endangered under the Endangered Species Act, any designated critical habitat, and any Essential Fish Habitat protected under the Magnuson-Stevens Fishery Conservation and Management Act if the project improvements require such an assessment.

PACE will submit to the Corps for informal consultation, and will coordinate directly with the Corps, U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration's (NOAA's) National Marine Fisheries Service (collectively, the Services), if necessary to address questions or comments that they may have.

Deliverables:

- Draft Biological Assessment
- Final Biological Assessment

Assumptions:

- One set of revisions to the BA based on comments from the Corps and Services will be required and can be addressed via email correspondence.

Subtask 307 –Permit/Biological Assistance with Plans and Specifications

PACE will develop special specification details for the onsite restoration plan and any permit conditions that may need to be included. In addition, PACE will provide restoration details, such as restoration sequencing, planting details, and LWD details, to be included in the plan sheets.

Subtask 308 – Cultural Resources

The project is subject to compliance with the regulatory codes of the State Environmental Policy Act (SEPA), the Stormwater Act, Executive Order 21-02, and statutes regarding the protection of cultural resources (WAC 197-11, RCW 27.44, and RCW 27.53). The Department of Archaeology and Historic Preservation's (DAHP) statewide predictive model layer for probability estimates of precontact cultural resources indicates that the project lies within an area of moderately low to moderate probability. A sub consultant, Cultural Resources Consultants (CRC), will provide the majority of the services required for this task including:

- Conducting a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review relevant correspondence between the Project proponent, stakeholders, and DAHP; and review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the Project area.

- Contacting the cultural resources staff of tribes that may have an interest in the project location.
- Providing a field investigation of the project location for identification of archaeological and historic resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
- Documenting and recording archaeological and historic resources within the project, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.
- Preparing a Technical Memorandum describing background research, field methods, result of investigations, management recommendations, and inadvertent discovery plan. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards.

As part of the report, CRC will recommend whether an archaeological monitor will need to be on site during construction activities.

CRC will submit a draft report to the PACE for review. Any comments will be addressed and a revised report (pdf format), including a DAHP cover sheet, resource forms, and any additional attachments, will be provided for final submittal to the DAHP and any concerned Tribes.

Deliverables:

- Draft and final monitoring and inadvertent discovery plan will be provided electronically in PDF format.
- Draft and final report (and inventory forms, if completed) will be provided electronically in PDF format.

Assumptions:

- No more than one archaeological site will be identified and recorded.
- No historic inventory properties will be recorded or evaluated.
- No more than eight (8) shovel test probes will be excavated.
- No private utility locates will be required.
- City will coordinate right-of-entry for CRC to conduct field investigations if the project involves private property.

TASK 400 – PRELIMINARY DESIGN-30% PLANS AND ESTIMATE

This task will include the review of the existing alternatives analysis, investigations/reports, and hydrologic and hydraulic analyses to familiarize PACE with the project, the existing/proposed site conditions, and to evaluate opportunities to optimize the design.

This task will also include the production of a 30%-level plan set and engineer's opinion of probable construction costs. Specifically, to be included in this task is a preliminary water quality treatment facility sizing and design concept for future installation on both Intercity Avenue and Marilyn Avenue. This design must accommodate future installation without significant changes to the remainder of the new system.

Deliverables:

- 30% construction plans (22"x34") in electronic PDF format.
Construction drawings will include a cover sheet, legends and abbreviations sheet, plan and profile, traffic control plan, constructions notes and details sheet and site restoration sheet. The approximate sheet count will be as follows:
 - 1 cover sheet
 - 1 legend and abbreviations sheet
 - 1 general notes sheet
 - 1 survey control sheet
 - 6 stormwater conveyance/grading plan and profile sheets
- Preliminary cost estimate including material quantity calculation spreadsheets in electronic Microsoft Excel and PDF format

Assumptions:

- The City will provide the contract documents for inclusion in the project manual.
- One (1) round of City review and comment preliminary plans and cost estimate if any, to be incorporated in the intermediate design. If additional rounds of review are performed an additional services agreement may be required.
- The design of the future water quality facilities will not advance to the 60%, 90% or final design stages,

TASK 500 –HYDRAULIC MODELING

An SRH-2D model will be developed by PACE to model the existing and proposed conditions for a series of flow events to analyze how the stream reacts to different flow events. This information will include but is not limited to flow depths, velocity, water surface elevation, and shear stress. This information will then be applied to various subsequent analyses, such as scour, to ensure state standards and requirements are being met.

Deliverables

PACE will provide the following deliverables:

- A packaged SMS SRH-2D model
- SMS SRH-2D model results (to be incorporated into the Design Report)

Assumptions:

- The existing unnamed stream is fish bearing and the existing culvert across West Marilyn Avenue is considered a fish barrier
- The crossing structure will be a modular concrete buried structure built offsite.
- The City will provide any SWMMM files for PACE to utilize in order to update any of the hydraulic/hydrologic modeling and analysis.
- City to provide previous modeling effort including basin delineation.

TASK 600 –CONCEPTUAL CULVERT AND STREAM PLANS/DESIGN REPORT

PACE will develop two conceptual design alternatives for the crossing structures. Due to the limited cover present at the culvert crossing the anticipated analysis will compare a 3-sided concrete box culvert against a 4-sided concrete box culvert. The design alternatives will define the crossing lengths, widths, and structure alternatives. The alternatives, which will account for high level cost considerations, will be presented at an Alternatives Selection meeting. PACE will define a preferred alternative within these

deliverables and the alternatives selection will be incorporated into the larger Design Report. The City will review and comment on/approve the preferred alternative before PACE moves forward.

PACE will complete a Design Report outlining the existing conditions at the site, hydrology estimates, hydraulic modeling, and scour estimates, the risk of channel migration and degradation, the rationale for design decisions, and a description of the design in support of the plan sets. The designs documented in the reports will follow the guidelines laid out in the WDFW Water Crossing Design Guidelines (2013). A draft and final version of the report will be delivered for review by the City in conjunction with the preliminary and final design plan sets described in Tasks 700 and 800. The Design Report will include the following:

- Site assessment results
- Existing geomorphology
- Hydrology method and results
- Existing and proposed modeling and analysis
- Channel and crossing designs
- Streambed design
- Restoration components

Deliverables

PACE will provide the following deliverables:

- Draft Design Report
- Final Design Report
- Preliminary-level type, size, and location engineering plans presenting two (2) crossing structure alternatives for the culvert replacement portion of the project. Including preliminary maintenance of traffic plan and construction staging plan to allow for the preferred alternative decision.

Assumptions:

- Due to the limited cover present at the culvert crossing the anticipated analysis will compare a 3-sided concrete box culvert against a 4-sided concrete box culvert.

TASK 700 –INTERMEDIATE DESIGN-60% PS&E

Under this task, the 60% design package will be updated including the plans, cost estimate, and project manual. Specific design elements that will be reviewed and updated include temporary traffic control plans, detour plans, TESC, site preparation, grading plan, paving plan, storm plan and profiles, culvert plan and profile, stream channel restoration plan, and any diversion structure details.

Specific to the culvert replacement and stream channel restoration, PACE will provide design of the stream alignment; design of the proposed channel geometry, crossing structure type, size, and layout; design of the roadway elevation and alignment; and design of any large woody material (LWM) or other restoration features

Deliverables

PACE will provide the following deliverables:

- 60% design plans (11"x17") in electronic PDF format. It is anticipated that the following sheets will be included in the 60% plan set:
 - 1 cover sheet
 - 1 legend and abbreviations sheet
 - 1 general notes sheet

- 1 survey control sheet
- 6 temporary erosion and sediment control sheet/demolition sheets
- 8 stormwater conveyance/grading plan and profile sheets
- 1 culvert plan and profile sheet
- 2 stream channel restoration sheets
- 4 paving and restoration plan sheets
- 3 project detail sheets
- 2 culvert detail sheets
- 4 planting plan sheets
- 4 traffic control plan sheets
- 60% cost estimate including material quantity calculation spreadsheets in electronic Microsoft Excel and PDF format.
- A 60% project manual including technical specifications in electronic Microsoft Word and PDF format. The project will use WSDOT/APWA standard specification formatting.

Assumptions:

- The City will provide the contract/bidding documents for inclusion in the project manual.
- One (1) round of City review and comment preliminary plans and cost estimate, if any, to be incorporated in the intermediate design. If additional rounds of review are performed, an additional services agreement may be required.
- Based on assumption of precast concrete structures to be used, PACE Structural Engineers will provide prescriptive performance specifications for the structure but will not provide structural drawings. The construction contractor will be responsible for procuring the structure and providing shop drawings for the engineers review during the construction phase.
- The design of the future water quality facilities is not included in this task and will not be included in the submittal.

TASK 800 –90% DESIGN PACKAGE PRODUCTION

Under this task, PACE will complete the 90% design package upon receipt of City review comments on the 60% submittal package. It is anticipated that the 90% plan set (see page list below), estimate of probable construction cost, technical specifications, and construction stormwater pollution prevention plan (CSWPPP) will be updated and provided under this task.

Specific to the culvert replacement and stream channel restoration, PACE will update the design based on comments received by the City. The design plans will also include clearing limits, landscape restoration plan, stream bypass plan, paving plan, temporary erosion control, and any other site-specific required detail. The landscape plans will identify vegetation types in areas of restoration and will include a candidate plant list of naturally occurring plant community species. Planting design will be strategic as to provide structural and species diversity, adequate shade, and bank stabilization.

Deliverables

PACE will provide the following deliverables:

- 90% design plans (11"x17") in electronic PDF format. It is anticipated that the following sheets will be included in the 90% plan set:
 - 1 cover sheet
 - 1 legend and abbreviations sheet
 - 1 general notes sheet
 - 1 survey control sheet

- 6 temporary erosion and sediment control/demolition sheets
- 8 stormwater conveyance/grading plan and profile sheets
- 1 culvert plan and profile sheet
- 2 stream channel restoration sheets
- 4 paving and restoration plan sheets
- 3 project detail sheets
- 2 culvert detail sheets
- 4 planting/landscaping plan sheets
- 4 traffic control plan sheets
- 90% cost estimate including material quantity calculation spreadsheets in electronic Microsoft Excel and PDF format.
- A 90% project manual including technical specifications in electronic Microsoft Word and PDF format. The project will use WSDOT/APWA standard specification formatting.
- 90% Construction stormwater pollution prevention plan (CSWPPP) in electronic Microsoft Word and PDF format.

Assumptions:

- The City will provide the contract/bidding documents for inclusion in the project manual.
- One (1) round of City review and comment preliminary plans, project manual, and cost estimate, if any, to be incorporated in the 90% design. If additional rounds of review are performed, an additional services agreement may be required.
- Based on assumption of precast concrete structures to be used, PACE Structural Engineers will provide prescriptive performance specifications for the structure but will not provide structural drawings. The construction contractor will be responsible for procuring the structure and providing shop drawings for the engineers review during the construction phase.
- The design of the future water quality facilities is not included in this task and will not be included in the submittal.

TASK 900 – FINAL BID PACKAGE, SPECIFICATIONS, AND ESTIMATE (PS&E) PRODUCTION

Upon receiving City comments on the 90% submittal package, PACE will develop a final set of construction plans, project manual including required contract documents and special provisions/technical specifications in WSDOT/APWA format, estimate of probable construction cost, and CSWPPP for bidding.

Deliverables

PACE will provide the following deliverables:

- Final design plans (11"x17") in electronic PDF format. It is anticipated that the following sheets will be included in the 100% plan set:
 - 1 cover sheet
 - 1 legend and abbreviations sheet
 - 1 general notes sheet
 - 1 survey control sheet
 - 6 temporary erosion and sediment control/demolition sheets
 - 8 stormwater conveyance/grading plan and profile sheets
 - 1 culvert plan and profile sheet
 - 2 stream channel restoration sheets
 - 4 paving and restoration plan sheets

- 3 project detail sheets
- 2 culvert detail sheets
- 4 planting plan sheets
- 4 traffic control plan sheets
- Final cost estimate including material quantity calculation spreadsheets in electronic Microsoft Excel and PDF format.
- Final project manual including technical specifications in electronic Microsoft Word and PDF format. The project will use WSDOT/APWA standard specification formatting.
- Final Construction stormwater pollution prevention plan (CSWPPP) in electronic Microsoft Word and PDF format.

Assumptions:

- The City will provide the contract documents for inclusion in the project manual.
- One (1) round of City review and comment on the 100% plans, project manual, and cost estimate, if any, to be incorporated in the final design. If additional rounds of review are performed, an additional services agreement may be required.
- Based on assumption of precast concrete structures to be used, PACE Structural Engineers will provide prescriptive performance specifications for the structure but will not provide structural drawings. The construction contractor will be responsible for procuring the structure and providing shop drawings for the engineers review during the construction phase.
- The design of the future water quality facilities is not included in this task and will not be included in the submittal.

TASK 1000 – BID SUPPORT

PACE shall provide assistance during the Ad and Award process for the project. This work will include supporting the City with Advertisement for Construction, and preparation of responses to bidder's questions and preparing addenda as required.

Deliverables

PACE will provide the following deliverables:

- Written responses to bidder's questions.
- Up to two (2) addenda packages.

Assumptions:

- For budgeting purposes, up to two (2) addenda will be assumed.
- The City shall prepare a summary of the bids (bid tabulation).
- The Consultant shall not be required to attend bid opening.

Task 1100 – GEOTECHNICAL COLLECTION, DOCUMENTATION, AND SUPPORT

Geotechnical analysis will be provided by HWA GeoSciences as a subcontractor for the fish passage crossing. Details of the scope provided by HWA are provided as an attachment.

Task 1200 – UNAUTHORIZED ADDITIONAL SERVICES

At the written request of the City Project Manager, PACE will provide additional technical and professional support for each task order based on the agreed-upon work plan, scope and schedule negotiated prior to the authorization of each task order.

SUMMARY OF SCOPE OF WORK AND BUDGET

Task No. 100 – Project Management	\$ 35,376.00
Task No. 200 – Topographic Survey	\$ 38,522.00
Task No. 300 – Environmental Permitting.....	\$ 44,330.00
Task No. 400 – Preliminary Design-30% Plans and Estimate	\$ 43,965.00
Task No. 500 – Hydraulic Modeling	\$ 43,198.00
Task No. 600 – Conceptual Culvert and Stream Plan/	\$ 93,696.00
Design Report	
Task No. 700 – Intermediate Design-60% PS&E	\$ 79,858.00
Task No. 800 – 90% Design Package Production	\$ 45,666.00
Task No. 900 – Final Bid Package Production	\$ 34,492.00
Task No. 1000 – Bid Support	\$ 11,264.00
Task No. 1100 – Geotechnical Collection, Documentation, and Support.....	\$ 37,113.30
Task No. 1200 – Unauthorized Additional Services	\$ 50,000.00
Subconsultants	\$ 14,175.00
Expenses.....	\$ 1,000.00
Project Budget.....	\$ 572,655.30

TIMEFRAME TO PERFORM THE WORK

- Award of Contract (approximately): November 2024
- Project Scope of Work Completed by (approximately): May 2026

TIME AND EXPENSES CONTRACT

This is a Time-and-Expenses contract with deliverables and estimated costs defined for the project by task, with an overall not to exceed total project budget. Consistent with this type of contract, the levels of the effort and detail provided in the deliverables have been tailored to the budget available for each task, as defined and allocated by City staff.

**GEOSCIENCES INC.**

DBE/MWBE

July 25, 2024
HWA Project No. 2024-231-21

PACE
3501 Colby Avenue, Suite 101
Everett, WA 98201

Attention: Shane Sheldon, P.E.

Regarding: **GEOTECHNICAL ENGINEERING SERVICES**
MARILYN AVENUE DRAINAGE IMPROVEMENTS
EVERETT, WASHINGTON

Dear Shane,

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services in support of the design of the culvert replacement for the Marilyn Avenue Drainage Improvements project in Everett, Washington.

It is our understanding that the proposed improvements include construction of a fish passable culvert that will carry an unnamed tributary of North Creek under East Marilyn Avenue. We understand that the proposed culvert structure will consist of a 3- or 4-sided precast box culvert structure. Based on our understanding of the project, we propose the following scope of work.

SCOPE OF WORK

Project Setup:

- 1. Project Setup:** HWA will set up the project in our accounting software for accurate billing throughout the project.
- 2. Attend Project Kickoff Meeting:** HWA will attend one project kickoff meeting with the City of Everett and the design team. This meeting will review project objectives, communication protocols and schedule. HWA assumes that this meeting will be virtual.
- 3. Collect and Review Available Geotechnical Data:** HWA will collect and review readily available and relevant geotechnical information within the project site. This review will include online geotechnical databases, geologic maps, and HWA's internal library.

Geotechnical Exploration Program:

July 25, 2024
HWA Project No. 2024-231-21

1. **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project. The exploration program will consist of one day of drilling at the project site. All work will be completed within City of Everett right-of-way. Any required permits will be provided to HWA at no cost to HWA.
2. **Mark and Verify Utility Locates:** Prior to generation of the geotechnical subsurface exploration plan, HWA will mark the proposed exploration location for the work and arrange for public utility locates using the One-Call Utility Notification Center. Utility location marks will be used to verify the proposed field exploration location prior to development of traffic control plans. Additionally, HWA will also engage a private locating service to have conductible underground utilities located in the vicinity of the proposed boring.
3. **Develop Traffic Control Plan:** HWA will develop a traffic control plan to conduct the proposed geotechnical exploration within the roadway. HWA assumes that the traffic control plan will consist of a single lane closure with flaggers.
4. **Generate Geotechnical Exploration Plan:** HWA will develop a geotechnical exploration plan that outlines the proposed field work. This plan will be submitted to the design team and city for approval and permitting.
5. **Conduct Geotechnical Explorations:** HWA will drill one (1) 40- to 50-foot boring at the location of the proposed culvert. We assume this boring will be located on City right-of-way and will not require rights of entry to private property. HWA assumes that completion of the proposed boring will require one day of drilling.

The boring will be drilled with a full sized truck- or track-mounted drill rig. All additional support vehicles will be staged on site adjacent to the boring location.

The geotechnical boring will be logged by an HWA geotechnical engineer or geologist. The boring will be backfilled per the Department of Ecology requirements.

6. **Generate Boring Log and Assign Laboratory Testing:** HWA will prepare a summary boring log and perform laboratory testing to evaluate relevant physical properties of the site soils. Depending on the type of soils encountered, laboratory testing could include moisture content, grain-size distribution, and Atterberg Limits, where appropriate.

Geotechnical Engineering Design Services:

1. **Evaluate Field and Laboratory Data:** HWA will evaluate the data obtained from the subsurface exploration and laboratory testing to develop design recommendations and construction considerations.

July 25, 2024
HWA Project No. 2024-231-21

2. **Generate Seismic Design Parameters:** Based on the soils encountered along the project alignment, HWA will determine the Seismic Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with AASHTO design methodology.
3. **Evaluate Liquefaction:** HWA will evaluate the subsurface soils to determine their susceptibility to liquefaction.
4. **Culvert Foundation Design:** HWA will provide design recommendations for the culvert foundations. HWA anticipates shallow foundations supporting a 3- or 4-sided precast box culvert will be used. However, appropriate foundation design recommendations will be provided if other foundation types are required.
5. **Culvert Earth Pressure Recommendations:** HWA will provide recommendations for culvert earth pressures to be assumed for design of the structure.
6. **Culvert Wing Wall Recommendations:** HWA will develop and provide recommendations for wing wall types and design parameters.
7. **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team and the city.
8. **Meetings:** HWA will attend up to two (2) meetings. One meeting is assumed to be with the design team and the city. The second meeting is assumed to be just with the design team. HWA assumes that all meetings will be virtual.
9. **Prepare Draft Geotechnical Report:** HWA will prepare a draft geotechnical report for the project. This report will contain the results of the subsurface exploration program, including the log, laboratory test results, and a description of surface and subsurface conditions; a site plan showing the exploration location and other pertinent features; and geotechnical engineering recommendations associated with culvert design.
10. **Prepare Final Geotechnical Report:** HWA will finalize our geotechnical report once we receive review comments from the design team and the city.

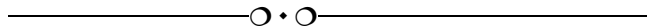
Geotechnical Project Management:

1. **Geotechnical Project Management and Invoicing:** HWA will prepare monthly invoices, and progress reports, if required, for the duration of the project. We will correspond with the design team in the form of emails and telephone calls, as necessary. We will provide project management for the geotechnical components of the design, and we will coordinate with and manage all our subcontractors.

July 25, 2024
HWA Project No. 2024-231-21

ASSUMPTIONS

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Drilling will be completed in one (1) day. We anticipate work hours will extend from 8 AM to 4 PM, as necessary.
- All non-contaminated drilling spoils will be drummed and removed from the site for disposal.
- No groundwater monitoring wells will be installed as part of this project.
- The boring will be conducted within the City right-of-way and will not require any rights-of-entry. Any street use permits will be provided by the city at no cost to HWA.
- No rehabilitation of the drilling area, other than patching the pavement core with quick drying cement upon completion of geotechnical boring, will be required.
- A site survey will be provided to HWA in support of design recommendations.
- All field work will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- No infiltration testing or design will be completed as part of this scope.
- Following finalization of the geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the Consultant is not included.
- Design effort assumes the soil conditions will support a 3- or 4-sided box culvert without ground improvements or deep foundations.



July 25, 2024
HWA Project No. 2024-231-21

We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.

A handwritten signature in black ink that reads "Donald F. Huling". The signature is written in a cursive, flowing style.

Donald Huling, P.E.
Geotechnical Engineer, Principal

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
(see attached)	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.



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance appropriating the budget for the City of Everett for the year 2025 in the amount of \$944,422,185.

Council Bill # *interoffice use*

CB 2410-30

Agenda dates requested:

Briefing, Public Hearing,
1st Reading 11/06/24
Briefing, Public Hearing,
2nd Reading 11/13/24
Briefing, Public Hearing,
3rd Reading 11/20/24
Action 12/04/24
Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Original Budget

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All operating funds

Fiscal summary statement:

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$944,422,185
Appropriations and Transfers	\$644,124,861
Ending Fund Balances	<u>\$300,297,324</u>
Total	\$944,422,185

Project summary statement:

The attached Ordinance establishes the City of Everett's 2025 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually.

Recommendation (exact action requested of Council):

Adopt an Ordinance appropriating the budget for the City of Everett for the year 2025 in the amount of \$944,422,185.



ORDINANCE NO. _____

An ORDINANCE adopting the 2025 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2025 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2025 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$944,422,185 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 187,583,029	\$ 153,783,029	\$ 33,800,000
101	Parks & Community Services	7,233,414	7,233,414	-
110	Library	5,067,639	5,067,639	-
112	Municipal Arts	688,624	688,624	-
114	Conference Center	396,993	396,993	-
119	Street Improvement	3,085,342	3,085,342	-
120	Streets	3,410,300	3,410,300	-
126	Motor Vehicle & Equipment Replacement Reserve	5,260,058	1,920,000	3,340,058
130	Development & Construction Permit Fees	8,958,026	6,801,809	2,156,217
138	Lodging Tax	1,714,305	1,214,305	500,000
145	Cumulative Reserve for Real Property Acquisition	2,115,211	577,187	1,538,024
146	Property Management	6,064,164	2,485,732	3,578,432
148	Cumulative Reserve for Parks	4,022,967	123,000	3,899,967
149	Senior Center Reserve	514,249	302,995	211,254
151	Fund for Animals	1,639,450	703,773	935,677
152	Cumulative Reserve for Library	642,934	226,072	416,862
153	Emergency Medical Services	32,967,214	20,899,371	12,067,843
154	Real Estate Excise Tax	10,004,302	113,142	9,891,160
155	General Government Special Projects	9,509,316	4,194,163	5,315,153
156	Criminal Justice	16,317,631	6,517,997	9,799,634

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 6,258,379	\$ 5,000,000	\$ 1,258,379
159	Transportation Benefit District	1,946,342	1,600,000	346,342
160	Contingency Reserve - Rainy Day	3,873,676	-	3,873,676
162	Capital Improvement Reserve	36,561,367	18,440,304	18,121,063
171	Affordable & Supportive Housing Sales Tax Credit	813,113	-	813,113
197	Community Housing Improvement Program	14,809,091	1,339,158	13,469,933
198	Community Development Block Grant Program	1,880,157	517,500	1,362,657
210	Bond Redemption	2,222,090	2,222,090	-
401	Water & Sewer Utility	319,857,980	269,094,456	50,763,524
402	Solid Waste Utility	14,887,037	2,892,155	11,994,882
425	Everett Transit	99,523,464	60,438,107	39,085,357
430	Everpark Garage	2,250,290	1,015,435	1,234,855
440	Golf	9,065,287	6,127,630	2,937,657
450	Snohomish River Regional Water Authority	18,000	18,000	-
501	Motor Vehicles	12,811,791	9,894,559	2,917,232
503	Self-Insurance	25,351,096	14,839,370	10,511,726
505	Information Technology Reserve	8,106,263	5,048,200	3,058,063
507	Telecommunications	958,861	797,325	161,536
508	Health Benefit Reserve	30,745,691	20,515,685	10,230,006
637	Police Pension	16,935,340	1,925,000	15,010,340
638	Fire Pension	28,351,702	2,655,000	25,696,702
TOTAL CITY BUDGET		\$ 944,422,185	\$ 644,124,861	\$ 300,297,324

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2025 budget.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2025 Proposed Budget Hearing #1

November 6, 2024



HIGHLIGHTS OF 2025 GENERAL GOVERNMENT EXPENDITURE CHANGES



Basis of Presentation

**2024
Original
Budget**



**2025
Proposed
Budget**

Department 001 – City Council



2025 Proposed Budget Changes

- Reduce Executive Assistant from 1.0 FTE to 0.90 FTE
- Reduce M&O

Budget Comparison	
2024 Original	\$ 672,595
2025 Proposed	\$ 661,237

Regular FTEs	
2024 Original	8.00
2025 Proposed	7.90

Revenue Offset	
2025 Proposed	\$ -



Department 003 – Legal



2025 Proposed Budget Changes

- Add 1.0 FTE Assistant City Attorney II
- Reduce 1.0 FTE Assistant City Attorney III
- Increase professional services for Indigent Defense Program

Budget Comparison	
2024 Original	\$ 5,125,389
2025 Proposed	\$ 6,075,305

Regular FTEs	
2024 Original	18.00
2025 Proposed	18.00

Seasonal FTEs	
2024 Original	0.67
2025 Proposed	0.67

Revenue Offset	
2025 Proposed	\$ 1,151,362



Department 004 – Administration



2025 Proposed Budget Changes

- Furloughs
- Reduce Executive Project Coordinator from 1.0 FTE to 0.90 FTE
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 1,666,531
2025 Proposed	\$ 1,661,958

Regular FTEs	
2024 Original	6.30
2025 Proposed	6.20

Revenue Offset	
2025 Proposed	\$ -



Department 005 – Municipal Court



2025 Proposed Budget Changes

- Add 2.0 FTE Judicial Assistant - funded by Automated Traffic Safety Camera revenues
- Reduce overtime pay

Budget Comparison	
2024 Original	\$ 2,650,736
2025 Proposed	\$ 2,951,801

Regular FTEs	
2024 Original	17.85
2025 Proposed	19.85

Revenue Offset	
2025 Proposed	\$ 422,103



Department 007 – Human Resources



2025 Proposed Budget Changes

- Reduce 1.0 FTE Vacant Human Resources Director
- Reduce 1.0 FTE Vacant Administrative Assistant
- Reclass positions to reflect work assignments

Budget Comparison	
2024 Original	\$ 2,535,034
2025 Proposed	\$ 2,194,270

Regular FTEs	
2024 Original	14.50
2025 Proposed	12.50

Revenue Offset	
2025 Proposed	\$ 948,145



Department 009 – Non-Departmental



2025 Proposed Budget Changes

- Increase jail fees
- Increase Snohomish County 911 fees for dispatch and radio services
- Increase contributions to Capital Improvement Program 1 (CIP 1)
- Increase contributions to Motor Vehicle and Equipment Replacement Reserve Fund 126
- Increase contributions to Property Management Fund 146

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 009 – Non-Departmental



2025 Proposed Budget Changes (continued)

- Increase contributions to IT maintenance contracts, computer and IT infrastructure replacements, and telecommunications
- Net reduction to self-insurance contributions (premiums, tort, workers' compensation)
- Reduce Human Needs grants
- Reduce contributions to Clare's Place
- Reduce contributions to Economic Alliance of Snohomish County

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 009 – Non-Departmental



2025 Proposed Budget Changes (continued)

- Transfer Carl Gipson Center management fee to Senior Center Reserve Fund 149
- Reduce labor contingency (vacancy offset)

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 010 – Finance



2025 Proposed Budget Changes

- Add 1.0 FTE Assistant Finance Director
- Add 2.0 FTE Financial Analyst
- Reduce 1.0 FTE Accounting Assistant/CSR (VSIP)
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 3,559,557
2025 Proposed	\$ 4,081,730

Regular FTEs	
2024 Original	24.00
2025 Proposed	26.00

Revenue Offset	
2025 Proposed	\$ 1,320,303



Department 015 – Information Technology



2025 Proposed Budget Changes

- Add 1.0 FTE System Analyst II - partially funded by Automated Traffic Safety Camera revenues
- Reduce 1.0 FTE Administrative Coordinator
- Reclass positions to reflect work assignments
- Increase overtime, differential, and seasonal pay

Budget Comparison	
2024 Original	\$ 4,467,936
2025 Proposed	\$ 4,721,955

Regular FTEs	
2024 Original	24.56
2025 Proposed	24.56

Seasonal FTEs	
2024 Original	0.50
2025 Proposed	0.50

Revenue Offset	
2025 Proposed	\$ 1,583,913



Department 015 – Communications & Engagement



2025 Proposed Budget Changes

- Reduce Communications Director from 1.0 FTE to 0.90 FTE
- Reduce Engagement & Communications Specialist from 1.0 FTE to 0.80 FTE
- Reduce 0.50 FTE Multimedia Communications Coordinator
- Increase seasonal pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 965,502
2025 Proposed	\$ 866,342

Regular FTEs	
2024 Original	5.20
2025 Proposed	4.40

Seasonal FTEs	
2024 Original	0.15
2025 Proposed	0.30

Revenue Offset	
2025 Proposed	\$ -



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes

Community Development

- Add 1.0 FTE Community Support Manager - funded by SAMHSA
- Add 1.0 FTE Program Manager - funded by Opioid Settlement funds
- Transfer 0.10 FTE Administrative Coordinator to CHIP Fund 197
- Transfer 0.05 Administrative Coordinator to CDBG Fund 198
- Reduce overtime pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes (continued)

Planning

- Reduce 1.0 FTE Planning & Community Engagement Coordinator - Limited-term Position
- Reduce 1.0 FTE Administrative Coordinator
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes (continued)

Economic Development

- Reduce Economic Development Director from 1.0 FTE to 0.80 FTE
- Increase M&O

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 024 – Engineering & Public Services



2025 Proposed Budget Changes

- Add 1.0 FTE Traffic Technician and 1.0 FTE Project Coordinator - funded by Automated Traffic Safety Camera revenues
- Add 1.0 FTE Senior Engineer - funded by Development and Construction Permit revenues
- Reduce 1.0 FTE Vacant Code Enforcement Officer
- Increase overtime and seasonal pay
- Increase uniform budget
- Increase cost allocation
- One-time M&O increase for SS4A and HSIP grant-funded projects

Budget Comparison	
2024 Original	\$ 9,353,123
2025 Proposed	\$ 10,832,187

Regular FTEs	
2024 Original	54.75
2025 Proposed	56.75

Seasonal FTEs	
2024 Original	1.50
2025 Proposed	2.50

Revenue Offset	
2025 Proposed	\$ 953,906



Department 026 – Animal Services



2025 Proposed Budget Changes

- Reduce seasonal and overtime pay

Budget Comparison	
2024 Original	\$ 2,356,609
2025 Proposed	\$ 2,462,110

Regular FTEs	
2024 Original	17.00
2025 Proposed	17.00

Seasonal FTEs	
2024 Original	4.00
2025 Proposed	2.00

Revenue Offset	
2025 Proposed	\$ 1,498,441



Department 030 – Emergency Management



2025 Proposed Budget Changes

- Reduce Emergency Management Director from 1.0 FTE to 0.80 FTE
- Reduce Administrative Coordinator from 1.0 FTE to 0.80 FTE
- Increase M&O

Budget Comparison	
2024 Original	\$ 387,819
2025 Proposed	\$ 344,908

Regular FTEs	
2024 Original	2.00
2025 Proposed	1.60

Revenue Offset	
2025 Proposed	\$ 53,611



Department 031 – Police



2025 Proposed Budget Changes

- Reduce 3.0 FTE Vacant Administrative Police Officers
- Reduce 1.0 FTE Police Lieutenant (VSIP)
- Reduce 0.50 FTE Deputy Police Chief (VSIP)
- Reduce 1.0 FTE Police Crime Analyst (VSIP)
- Reclass positions to reflect work assignments
- Increase overtime, differential, and other pay
- Increase uniform budget
- Reduce M&O, including lateral incentive program
- Reduction of 2.0 FTEs will be adjusted due to VSIP withdrawal

Budget Comparison	
2024 Original	\$ 50,840,536
2025 Proposed	\$ 51,111,227

Regular FTEs	
2024 Original	263.00
2025 Proposed*	255.50

Revenue Offset	
2025 Proposed	\$ 6,001,151



Department 032 – Fire



2025 Proposed Budget Changes

- Reduce 0.80 FTE Accounting Technician
- Increase overtime, differential, and other pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 26,678,875
2025 Proposed	\$ 28,049,861

Regular FTEs	
2024 Original	123.20
2025 Proposed	122.40

Revenue Offset	
2025 Proposed	\$ 1,587,500



Department 038 – Facilities and Property Management



2025 Proposed Budget Changes

- Reduce 2.0 FTE Custodians (VSIP)
- Reduce 1.0 FTE Electrician (VSIP)
- Reduce 1.0 FTE Maintenance Mechanic (VSIP)
- Reduce 1.0 FTE Capital Projects Coordinator (VSIP)
- Transfer in 2.0 FTE Maintenance Mechanic from Everett Transit Fund 425
- Reclass positions to reflect work assignments
- Increase differential pay
- Increase M&O

Budget Comparison	
2024 Original	\$ 4,621,237
2025 Proposed	\$ 4,453,042

Regular FTEs	
2024 Original	30.50
2025 Proposed	27.50

Revenue Offset	
2025 Proposed	\$ 1,238,237



Fund 101 – Parks & Community Services



2025 Proposed Budget Changes

- Reduce 4.0 FTE Park Rangers (VSIP and Transfer)
- Reduce 1.0 FTE Park Ranger Supervisor (VSIP)
- Add 1.0 FTE Community Engagement Coordinator - funded by Inflation Reduction Act Urban & Community Forestry Program grant revenues
- Reclass positions to reflect work assignments
- Increase overtime and seasonal pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 7,719,214
2025 Proposed	\$ 7,233,414

Regular FTEs	
2024 Original	41.20
2025 Proposed	37.20

Seasonal FTEs	
2024 Original	10.98
2025 Proposed	11.60

Revenue Offset	
2025 Proposed	\$ 1,221,850



Fund 110 – Library



2025 Proposed Budget Changes

- Voluntary Furloughs and Reduced Work Weeks
- Reduce 0.70 FTE Circulation Assistant II (VSIP)
- Reduce 1.0 FTE Assistant Library Director/Library IV (VSIP)
- Reduce 1.0 FTE Vacant Fundraising Coordinator
- Increase overtime and differential pay
- Reduce day laborer pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 5,763,267
2025 Proposed	\$ 5,067,639

Regular FTEs	
2024 Original	35.00
2025 Proposed*	31.30

Day Laborer FTEs	
2024 Original	3.38
2025 Proposed	2.00

Revenue Offset	
2025 Proposed	\$ 19,650



Fund 112 – Municipal Arts



2025 Proposed Budget Changes

- Reduce cultural arts grants
- Increase theatre management fee per contract

Budget Comparison	
2024 Original	\$ 727,727
2025 Proposed	\$ 688,624

Regular FTEs	
2024 Original	1.70
2025 Proposed	1.70

Revenue Offset	
2025 Proposed	\$ 688,624

Fund 114 – Conference Center



2025 Proposed Budget Changes

- Reduce debt service payment per amortization schedule
- Increase M&O

Budget Comparison	
2024 Original	\$ 941,474
2025 Proposed	\$ 396,993

Revenue Offset	
2025 Proposed	\$ 396,993



Fund 119 – Street Improvements



2025 Proposed Budget Changes

- Reduce street overlay General Government contribution
- Increase arterial street projects

Budget Comparison	
2024 Original	\$ 4,006,855
2025 Proposed	\$ 3,085,342

Revenue Offset	
2025 Proposed	\$ 2,611,390



Fund 120 – Streets



2025 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Reduce overtime pay
- Increase other pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 3,420,598
2025 Proposed	\$ 3,410,300

Regular FTEs	
2024 Original	25.55
2025 Proposed	25.55

Revenue Offset	
2025 Proposed	\$ 1,521,969



DISCUSSION





City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2410-31

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/06/24
Briefing, Public Hearing &
2nd Reading 11/13/24
Briefing, Public Hearing &
Action 11/20/24
Ordinance X
Public Hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 EMS Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 153/Emergency Medical Services

Fiscal summary statement:

The 2025 EMS property tax levy estimate is \$10,168,7.11, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the EMS levy, which equals \$100,683.04.

Project summary statement:

To establish the annual property tax levies for the Emergency Medical Services Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the Emergency Medical Services property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2025.
- B.** The City's actual EMS property tax levy amount from the previous year was \$10,068,304.07.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2025, as follows:

EMERGENCY MEDICAL SERVICES

The dollar amount of the increase over the actual levy amount from the previous year shall be \$100,683.04, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this Ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this Ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2410-32

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/06/24
Briefing, Public Hearing &
2nd Reading 11/13/24
Briefing, Public Hearing &
Action 11/20/24
Ordinance X
Public hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Regular Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002/General Fund

Fiscal summary statement:

The 2025 regular property tax levy estimate is \$41,383,110.84, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the regular levy, which equals \$409,733.77.

Project summary statement:

To establish the annual property tax levies for the General Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2025, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2025.
- B.** The City's actual regular property tax levy amount from the previous year was \$40,973,377.07.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2025, as follows:

REGULAR PROPERTY TAX LEVY

The dollar amount of the increase over the actual levy amount from the previous year shall be \$409,733.77, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this Ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this Ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2025 Property Tax Ordinances Hearing #1

November 6, 2024

2025 Property Tax Ordinances



1) Regular Property Tax Levy (General Fund)

The 2025 regular property tax levy estimate is \$41,383,110.84, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the regular levy, which equals \$409,733.77.



2) Emergency Medical Services (EMS) Property Tax Levy

The 2025 EMS property tax levy estimate is \$10,168,987.11, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the EMS levy, which equals \$100,683.04.



2024 Property Tax Distribution

2024 Property Tax Distribution

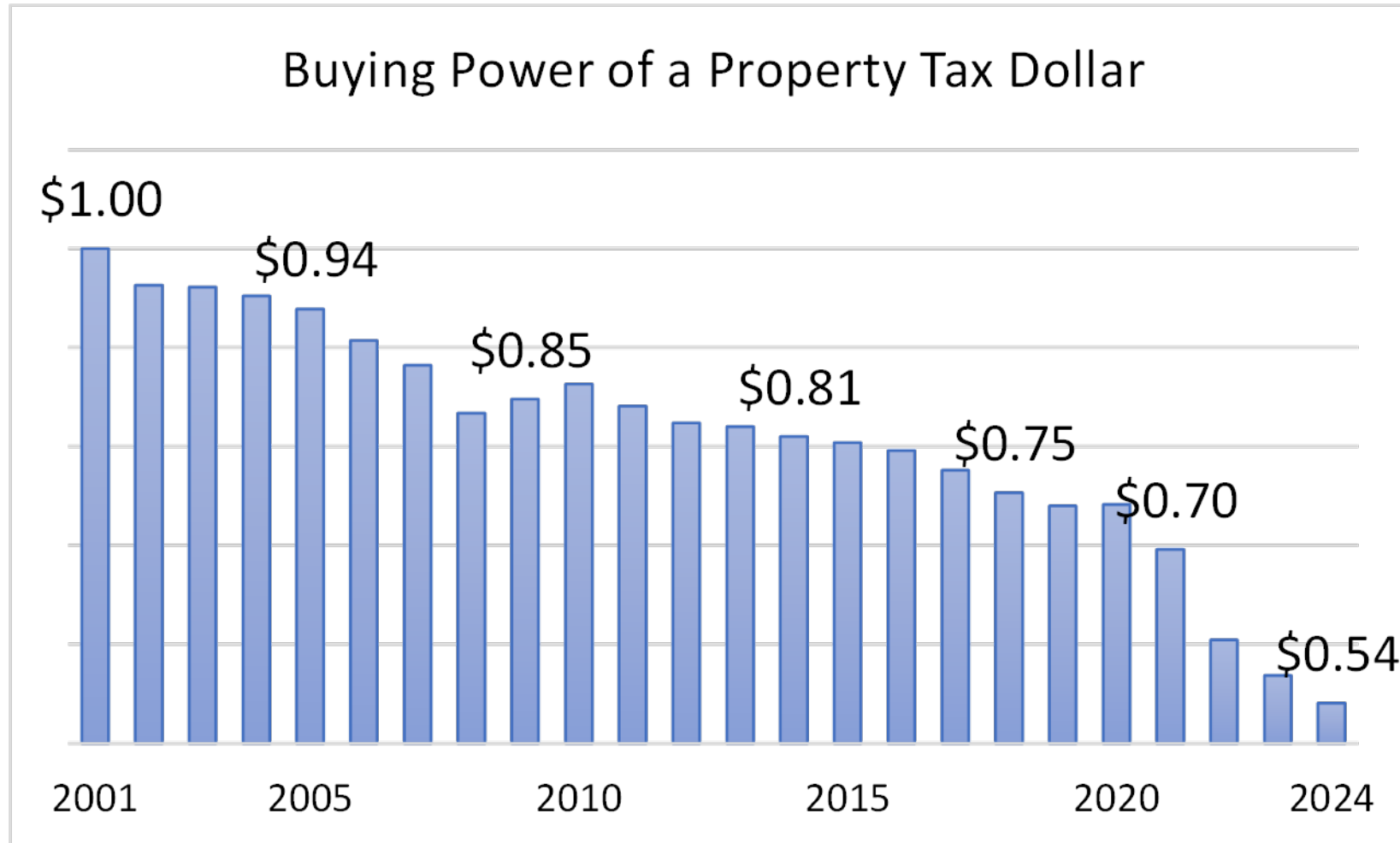
■ Everett Regular ■ County ■ Everett EMS ■ Port ■ RTA ■ Schools



Source: Snohomish County Assessor 2024 Annual Report

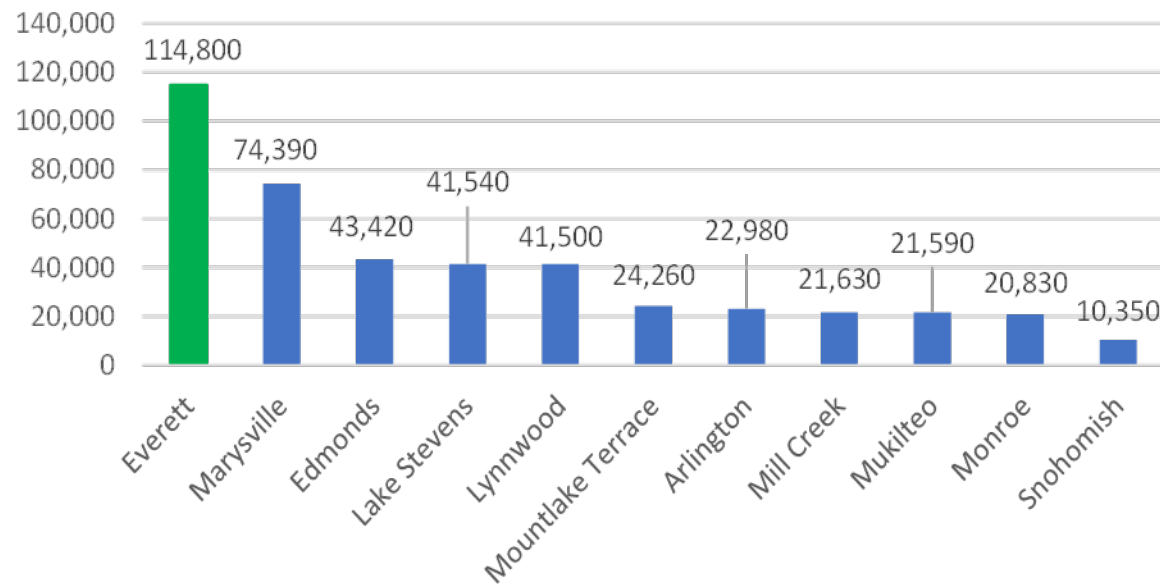


Buying Power of a Property Tax Dollar



Property Tax Comparison

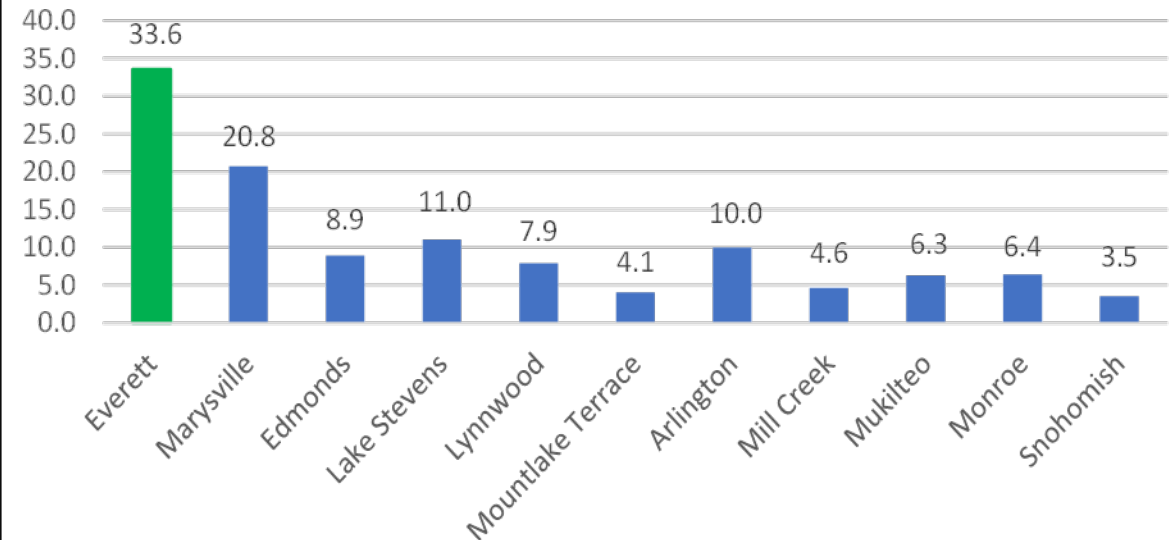
Population Served



Source: Washington State Office of Financial Management April 1, 2024 Official Population Estimates

Geographic Area Served

(square miles)

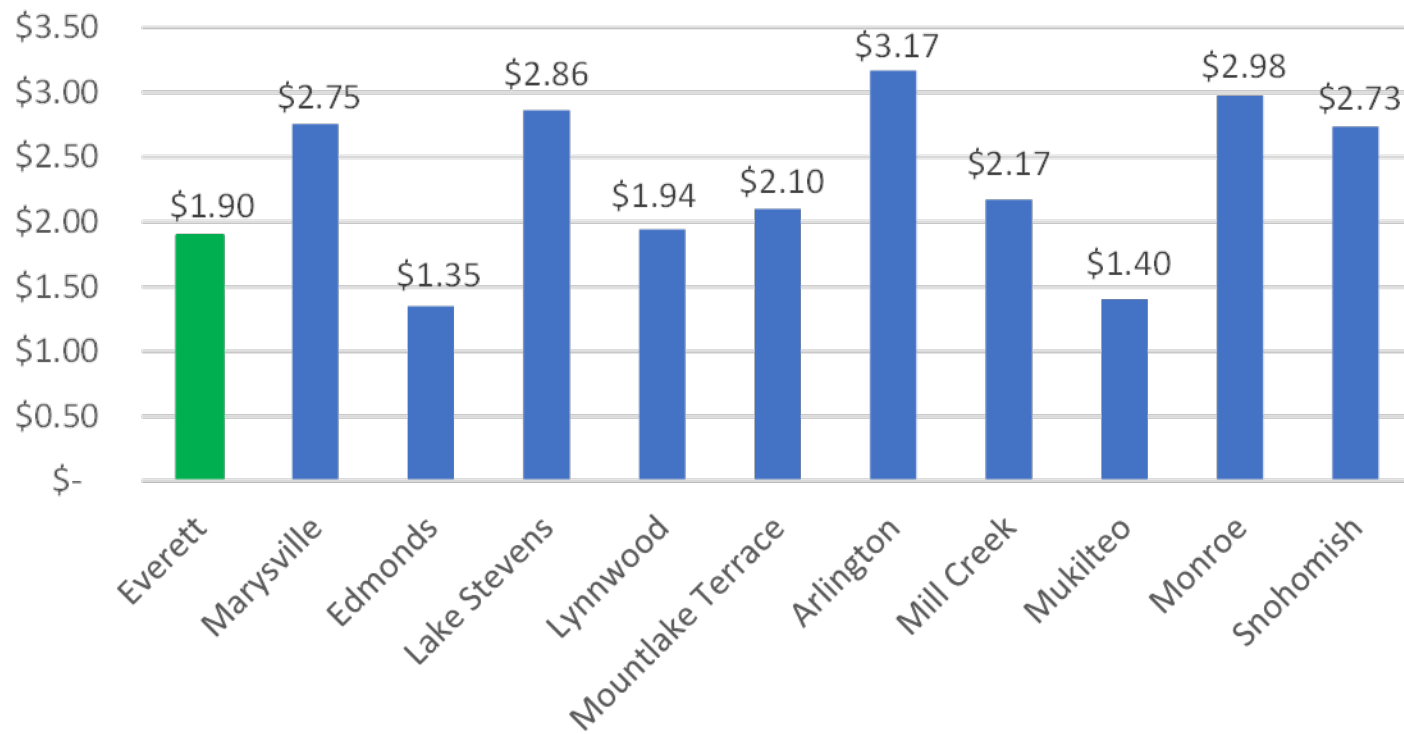


Source: Washington State Office of Financial Management April 1, 2024 Population Density and Land Area Estimates by City and Town



Property Tax Comparison

2024 Levy Rate for Core City Services



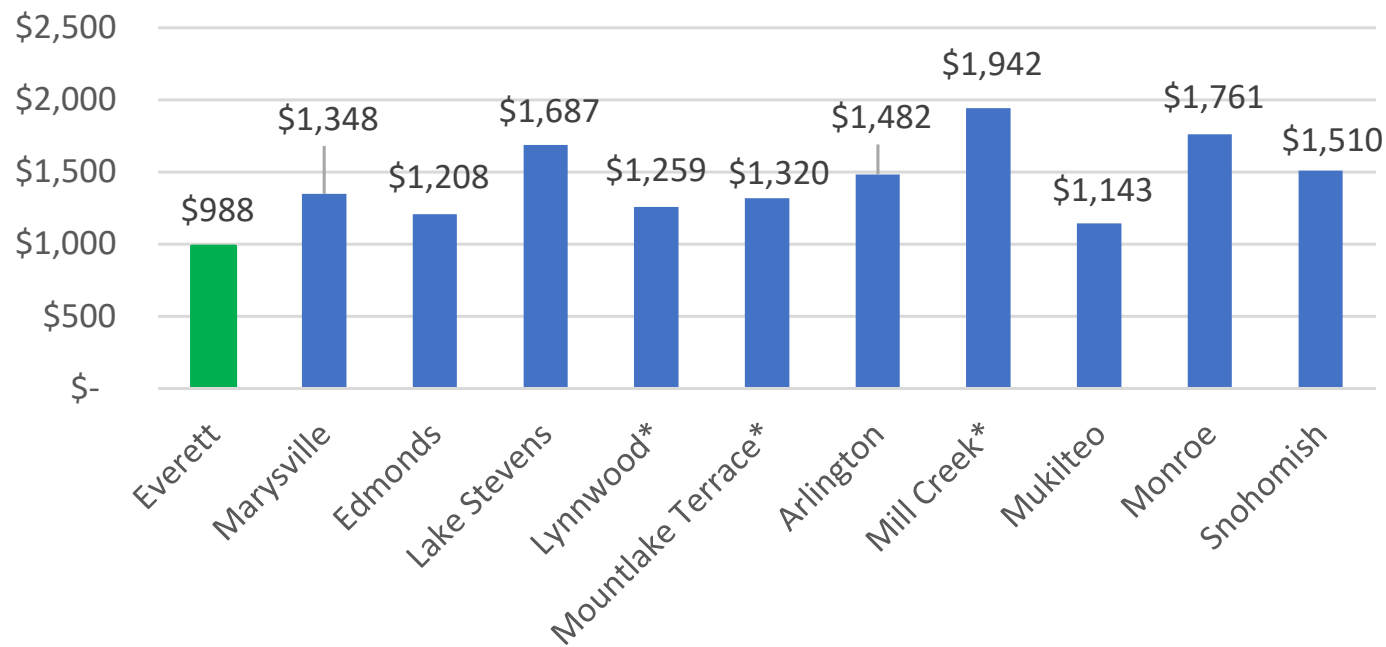
Core Services Include:

- Regular City Levy
- EMS Levy
- Fire Services Levy
- Library Services Levy



Property Tax Comparison

2024 Property Tax Paid for Core City Services
per Average Value Single Family Residence



City	Average Home Value
Everett	\$ 520,600
Marysville	\$ 489,200
Edmonds	\$ 895,700
Lake Stevens	\$ 589,500
Lynnwood	\$ 613,800
Mountlake Terrace	\$ 596,600
Arlington	\$ 467,800
Mill Creek	\$ 863,700
Mukilteo	\$ 814,000
Monroe	\$ 591,500
Snohomish	\$ 552,200

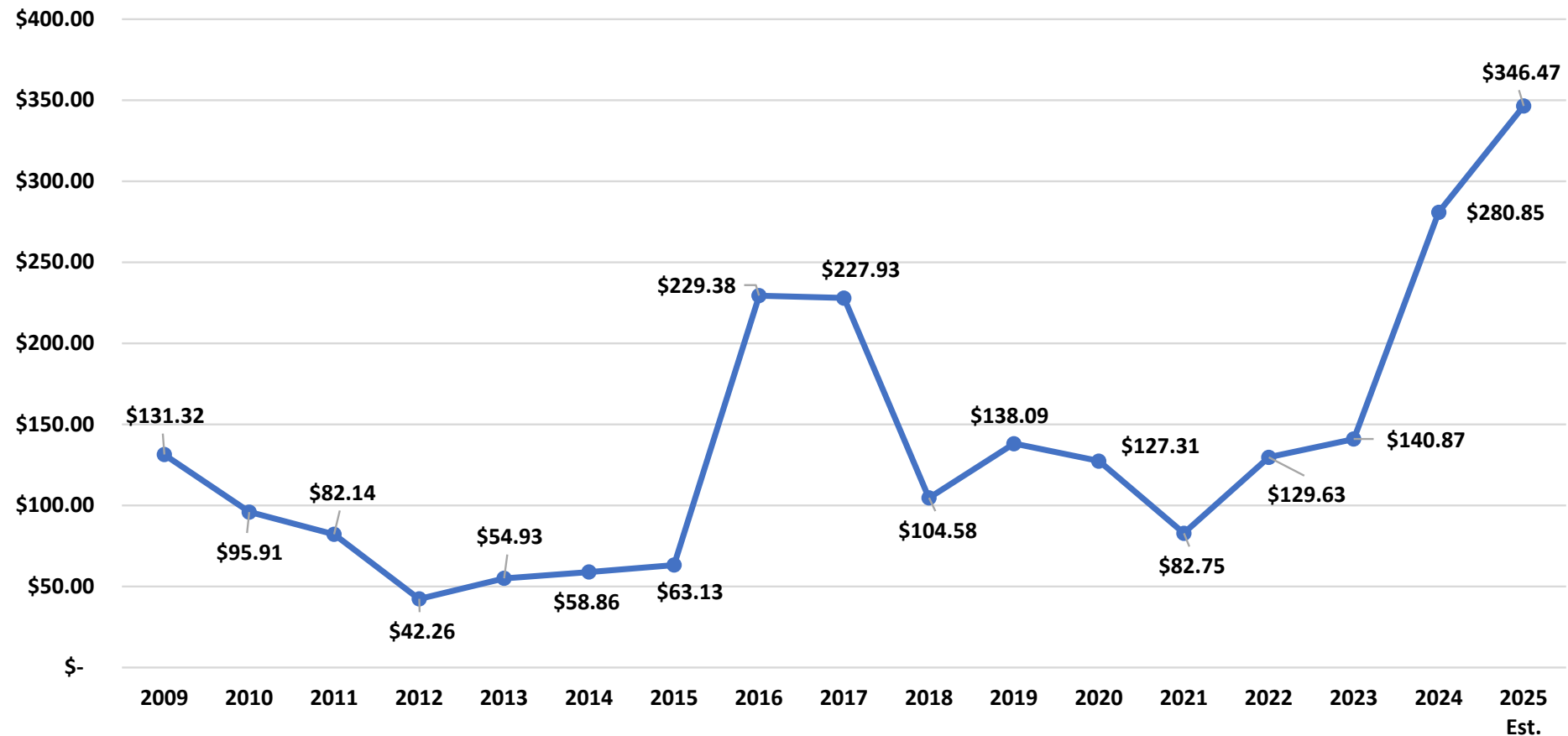
*Includes a \$66.50 flat, annual fire benefit charge

Source: Snohomish County Assessor 2024 Annual Report, South Snohomish County RFA Fire Benefit Charge formula



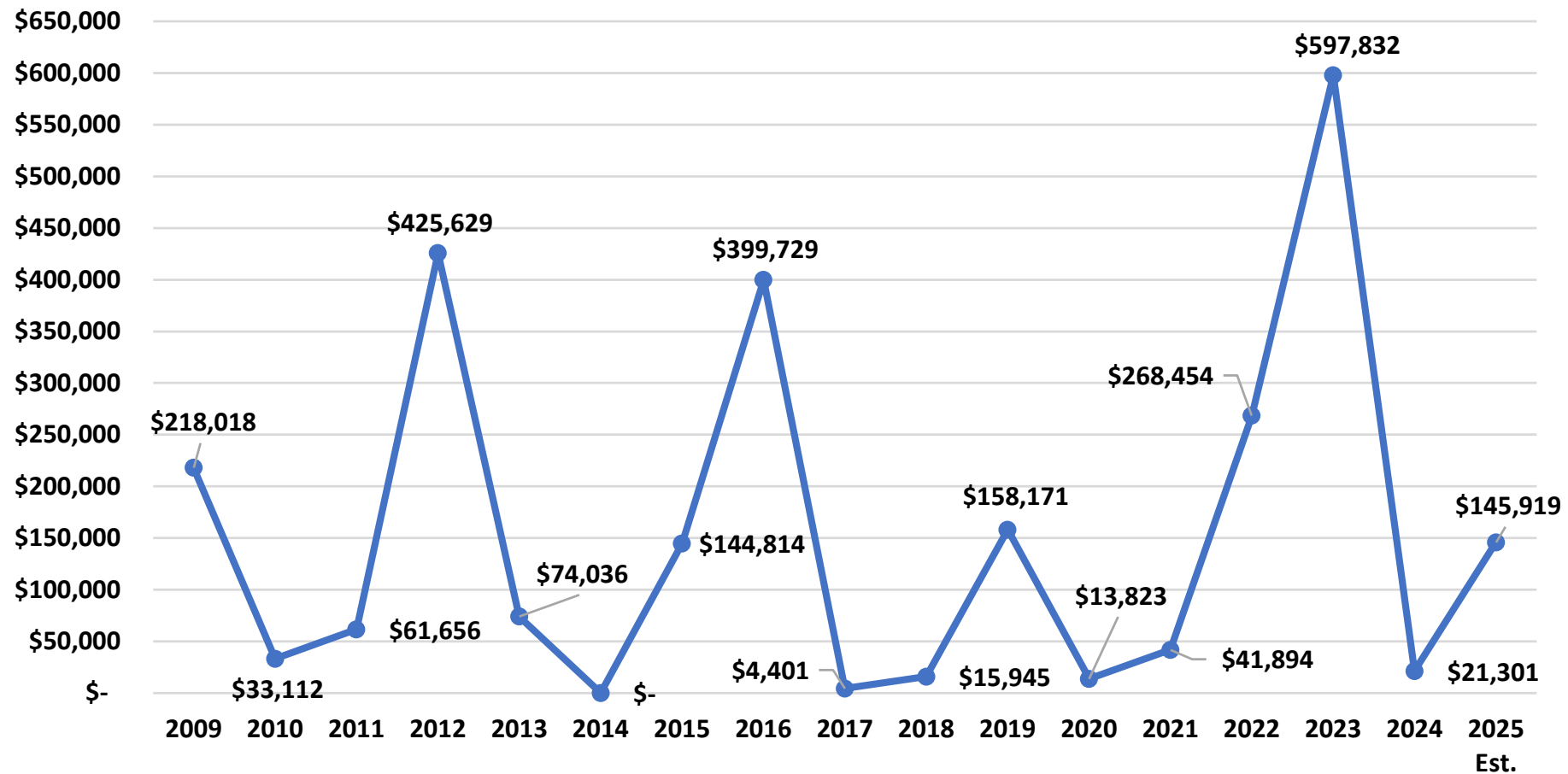
Value of New Construction History

VALUE OF NEW CONSTRUCTION ADDED TO TAX ROLLS
(IN MILLIONS)



Refund Levy History

REFUND LEVY HISTORY



Sample Annual Everett Property Tax Calculation

	2024	2025 Estimate	Percent Change
Total Assessed Value (AV)	\$ 26,907,976,118	\$ 28,047,478,609	4.2%
Average Residence AV	\$ 520,600	\$ 542,621	4.2%
Regular Levy Rate	\$ 1.52	\$ 1.49	
EMS Levy Rate	\$ 0.37	\$ 0.37	
Total Levy Rate	\$ 1.90	\$ 1.86	
Regular Levy Amount	\$ 792.72	\$ 810.51	
EMS Levy Amount	\$ 194.81	\$ 199.14	
Average Annual Payment	\$ 987.53	\$ 1,009.66	2.2%
Change from Regular Levy		\$ 17.80	
Change from EMS Levy		\$ 4.33	
Total Change		\$ 22.13	



DISCUSSION



Project title: Adopt Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft

Council Bill # *interoffice use*

Agenda dates requested:

Briefing & Action
Proposed action 10/23/24
Proposed action 10/30/24
Consent
Action 11/06/24
Ordinance X
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Proposed Ordinance

Department(s) involved:
Legal (Drafting/Review)

Contact person:
Paula Rhyne

Phone number:
425-359-8134

Email:
prhyne@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft

Project: Ordinance

Preceding action: N/A

Fund: N/A

Fiscal summary statement: None

Project summary statement:

For public works contracts, state law (RCW 39.04.350(1)(g)) prohibits the City from awarding to contractors who, during the previous three years, have been found by Labor & Industries or a court to have willfully violated any provision of RCW chapters 49.46 (Minimum wage), 49.48 (Wage Payment), or 49.52 (Wage Deductions). The state law requires bidders to submit a certification to the City that they have no such violations during the past three years, and by state law the City is entitled to rely on those certifications in making an award.

The proposed ordinance adds a section to the City Procurement Policy to add additional protection above the state law “floor” as follows:

- For public works contracts, the state law three-year period is extended to five years. (Note: “public works contracts” refers to all contracts for construction, repair, maintenance, etc.)
- The ordinance says that the five-year period applicable public works contracts will also apply to all other services contracts (such as, for example, professional services agreements) that are in excess of \$10,000.
- City staff will verify contractor/service provider certifications by using L&I online employer look-up tools as such tools are available.

Recommendation (exact action requested of Council): Adopt Ordinance Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft.



ORDINANCE NO. _____

An ORDINANCE Relating to Changes in the City of Everett’s Procurement Policy Regarding Contractors and Service Providers Who Have Engaged in Wage Theft

WHEREAS,

- A. The City of Everett is committed to ensuring the best quality of life possible for our residents.
- B. The City of Everett is also committed to fiscal responsibility and prudent budgetary practices.
- C. Wage theft is a crime and occurs when employers do not pay workers what they are legally entitled to according to the law or their work agreement. Wage theft can come in the form of paying workers less than minimum wage, failing to compensate for overtime, requiring workers to work uncompensated before or after their shifts, taking illegal deductions from wages, misclassifying employees to pay a lower wage, confiscating rightly earned tips, and other forms.
- D. The prevalence of wage theft harms workers’ quality of life, diminishes their ability to provide for their household, and inhibits their participation in the local economy. It also harms workers and businesses that do follow the law by placing them at a disadvantage if a competitor keeps their costs artificially low because they are withholding payments from their workers.
- E. If a worker is subject to wage theft, they may file a complaint with the Department of Labor and Industries to ask for an investigation. In some cases, an employer is found to have willfully engaged in wage theft if they have engaged in, “a knowing and intentional action that is neither accidental nor the result of a bona fide dispute,” (RCW 49.48.082(13)).
- F. The City of Everett has identified the need to ensure that unscrupulous employers who are willful violators of wage laws are not rewarded with City contracts, and instead should be supporting fair, ethical, and legal business practices that sustain a thriving economy.
- G. The City of Everett has determined that the City’s Procurement Policy & Federal Emergency Contracting Policy (400-20-04) should be amended to provide additional protections regarding wage theft.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A new Section is added to the City of Everett Procurement Policy entitled “Wage Theft Protections” as follows:

WAGE THEFT PROTECTIONS

The City recognizes that state law regarding public works contracts (RCW 39.04.350(1)(g) and (2)) provides certain wage theft protections as follows:

RCW 39.04.350(1)(g): “Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works

project. The bidder must: . . . Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW."

RCW 39.04.350(2): "Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection (1)(g) of this section. A contracting agency may award a contract in reasonable reliance upon such a sworn statement."

The City has determined that, in addition to the state law requirements, it will implement the following wage theft protections:

Public Works Contracts. In its bid solicitations for public works contracts, the City will, unless the project funding source requires otherwise, include (by supplemental responsibility criterion under RCW 39.04.350(3) or other provision) a bidder responsibility requirement that is substantively the same as RCW 39.04.350(1)(g) and (2), except that the applicable time period shall be the five-year period immediately preceding the date of the bid solicitation.

Other Services Contracts. With respect to contracts or purchase orders for services other than public works (such as, for example, professional services agreements) in excess of \$10,000, the City will as practical apply a responsibility/qualification requirement for willful wage violations substantively the same as RCW 39.04.350(1)(g) and (2). The procuring City department will as practical require that the City-service provider contract or the City-issued purchase order contain a provision stating that the service provider, by executing the contract or accepting the purchase order, certifies that it has not, within the preceding five-year period, been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. The City may reasonably rely on such certifications.

Substantially Identical Entity. The bidder and service provider certification(s) will provide that the certification(s) cover any entity, however organized, with substantially identical operations, corporate, or management structure as bidder or service provider.

City Validation. To the extent practical, City staff will independently validate verifications and certifications from contractors and service providers by using online employer-lookup tools provided by the Washington Department of Labor and Industries. City staff is not required to maintain file records of validations.

Untrue Certifications. Submission of an untrue certification by a bidder or service provider is cause for contract termination.

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary

corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An ORDINANCE updating the City of Everett's Amendments to the International Property Maintenance Code, amending EMC 16.09.010

Council Bill #

CB 2410-29

Agenda dates requested:

Briefing
1st Reading 10/23/24
Proposed action 10/30/24
Action 11/06/24
Ordinance X
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Public Works
Admin
Legal

Contact person:

Tony Lee

Phone number:

425-257-8812

Email:

tlee@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Adoption of Amendments to 2021 International Property Maintenance Codes (IPMC)

Partner/Supplier: N/A

Location: Citywide

Preceding action: Ordinance update of EMC [16.09.010](#) ([3196-10](#), adopted 11/17/10)

Fund: N/A

Fiscal summary statement:

The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are updated with consideration of the 2021 IPMC.

Project summary statement:

In 2021, an updated version of the International Property Maintenance Code ("IPMC") was published by the International Code Council, Inc. The 2021 IPMC has some different code chapters than the 2018 IPMC.

Under [Chapter 16.005 EMC](#), the 2021 IPMC was automatically adopted by Everett when the 2021 IMPC became effective.

[EMC 16.09.010](#) contains the Everett-specific amendments to the IPMC. The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are incorporated into the 2021 IPMC.

Recommendation (exact action requested of Council):

Adopt the amendment to Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).



ORDINANCE NO. _____

An ORDINANCE updating the City of Everett’s amendments to the International Property Maintenance Code, amending EMC 16.09.010

WHEREAS,

- A.** In 2021, an updated version of the International Property Maintenance Code (“IPMC”) was published by the International Code Council, Inc. and contained differences from the 2018 IPMC.
- B.** Under Chapter 16.005 of the Everett Municipal Code, the 2021 IPMC was automatically adopted by Everett when it became effective.
- C.** Section 16.09.010 of the Everett Municipal Code contains Everett-specific amendments to the IPMC. The purpose of this Ordinance is to repeal and replace EMC 16.09.010, making Everett-specific amendments consistent with the 2021 IPMC.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 16.09.010 of the Everett Municipal Code, as currently written, is repealed in its entirety.

Section 2. A new Section 16.09.010 of the Everett Municipal Code is adopted as follows:

- A.** Section 101.1 of the IPMC is hereby replaced with the following:

These regulations shall be known as the International Property Maintenance Code of the City of Everett, hereinafter referred to as “this code.”

- B.** Sections 103.1, 103.2, and 103.3 of the IPMC are hereby replaced with the following:

103.1 Enforcement Procedures. The provisions of this chapter are enforced as provided in Chapter 1.20 of the Everett Municipal Code (“EMC”).

103.2 Enforcement Personnel.

103.2.1 Code Official. Consistent with Chapter 16.005, EMC, the City's "code official," as used by this code, is the City's Building Official. For the purposes of Chapter 1.20, EMC, the City's Building Official is also a "code enforcement officer."

103.2.2 Code Enforcement Unit Supervisor. The Code Enforcement Unit Supervisor shall be the City Building Official's designated agent and shall hold, in common with the Building Official, all authorities, powers, and responsibilities under this code. The Code Enforcement Unit Supervisor is both a code official for the purposes of this code and a code enforcement officer for the purposes of Chapter 1.20, EMC. Notwithstanding any language in this code, the Building Official is authorized to enforce the provisions of this code, and the Code Enforcement Unit Supervisor exercises authority and responsibility under the direction of the Building Official.

103.2.3 Code Enforcement Officers. Day-to-day implementation, administration, and enforcement of this code shall be by the City's Code Enforcement Unit under the oversight and direction of the Code Enforcement Unit Supervisor. Individuals hired to serve as the unit's Code Enforcement Officers shall have the powers delegated to them by the City's Building Official or Code Enforcement Unit Supervisor.

C. Section 105.5 of the IPMC is hereby deleted in its entirety and replaced with the following:

All notices and orders issued under this code shall be in issued as set forth in Chapter 1.20, EMC.

D. Sections 107 and 108 of the IPMC are hereby replaced with the following:

SECTION 107 MEANS OF APPEAL

107.1 Means of Appeal. Appeals are governed by the provisions of Chapter 1.20, EMC.

E. Sections 109.2 through 109.5 of the IPMC are hereby deleted in their entirety.

F. Section 111.4 of the IPMC, including Sections 111.4.1 and 111.4.2, is hereby deleted in its entirety.

G. Sections 112.5 and 112.6 of the IPMC are hereby deleted in their entirety.

H. Section 113.1 of the IPMC is hereby replaced with the following:

When, after review of a structure, the code official's judgment is that the structure is vacant, unsecured, and creating a public nuisance or so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, the code official shall order the owner of the premises upon which the structure is located, or the owner's authorized agent, as follows:

If the code official's judgment is that it is unreasonable to repair the structure; to demolish and remove such structure; or

If the code official's judgment is that the structure is capable of being made safe by repairs; to repair and make safe and sanitary or to board up and hold for future repair or to demolish and remove at the owner's option; or

If the code official's judgment is that there has been a cessation of normal construction of any structure for a period of more than two years; to demolish and remove such structure, or board up until future use.

Boarding the building up for future repair shall not extend beyond one year, unless approved by the code official.

I. Section 113.2 is hereby deleted in its entirety.

J. The following definition is added to Section 202, "General Definitions," of the IPMC:

"PUBLIC NUISANCE." Any condition which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.

K. Sections 302.4, 302.6, 302.8, and 302.9 of the IPMC are hereby deleted in their entirety.

L. Section 304.2 of the IPMC is hereby replaced with the following:

When it is discovered that the lack of protective treatment is causing or has caused deterioration to exterior wood or metal surfaces, the code official has the authority to

determine the level of deterioration of the exterior wood or metal surfaces.

M. Section 304.14 of the IPMC is hereby deleted in its entirety.

N. Section 304.17 of the IPMC is hereby deleted in its entirety.

O. Section 404.3 of the IPMC is hereby replaced with the following:

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 6 feet 8 inches (2033 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. Attic and basement rooms in one- and two-family dwellings having a minimum finished ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts, and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 6 feet 8 inches (2033 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

P. Section 606.2 of the IPMC is hereby updated with the following:

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

Exception: If it can be shown that the building could be constructed under the currently adopted building codes, without requiring an elevator, then an existing elevator would

be allowed to be removed.

Q. Appendix A of the IPMC is adopted in its entirety.

R. Appendix B of the IPMC is not adopted.

Section 3. The following is provided for reference and may not be complete:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 16.09.010	Part 8, Section 1 of Ordinance 3196-10

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Professional Services Agreement (PSA) with KBA, Inc., for Port Gardner Storage Facility Construction Management Services

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 11/06/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:**Department(s) involved:**

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: PSA with KBA, Inc.

Project: Port Gardner Storage Facility Construction

Partner/Supplier: KBA, Inc.

Location: Port Gardner Storage Facility

Preceding action: [Demo Contract Award-Lincoln Const-1/31/24](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

The current programmed available funding for selective demolition and professional services as established by City Ordinance No. 3816-21, is \$39,600.

Project summary statement:

The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City's future Port Gardner Storage Facility to meet the requirements of Ecology Agreed Order No. 11638. The project is being implemented in two projects, demolition and storage facility construction. Demolition is complete.

Public Works seeks a Professional Services Agreement with KBA, Inc. for Construction Management Services for the Port Gardner Storage Facility construction project for a total amount not to exceed \$8,485,355. KBA, Inc. was selected via a competitive solicitation process.

After completion of the demolition and design portion of the project, an updated Plans & Systems Ordinance will be developed and presented to Council To authorize construction funding.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with KBA, Inc., to provide Construction Management Services for the Port Gardner Storage Facility construction project for total amount not to exceed \$8,485,355.



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	KBA, Inc.
	11201 SE 8th Street, Ste 160
	Bellevue, WA 98004
	koverleese@kbacm.com
City Project Manager	Zach Brown, PE
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	zbrown@everettwa.gov
	Construction Management Services for PGSF site construction project.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$8,485,355.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Ryan Schultz
	510-272-1420
	Ryan.Schultz@AssuredPartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

KBA, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Kris Overleese

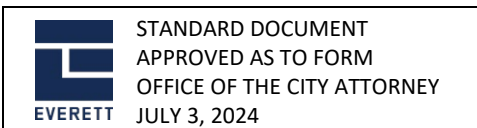
Signer's Email Address: koverleese@kbacm.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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 of this Section. 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/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
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 of either party 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.101524)**

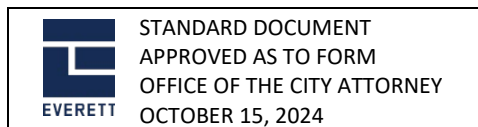


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

EXHIBIT A
SCOPE OF SERVICES
for
Port Gardner Storage Facility – Facility Construction Package

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Everett (Client), or the project known as ***Port Gardner Storage Facility -Facility Construction Package*** (Project). These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: The City of Everett Port Gardner Water Quality Program serves to improve water quality in the Possession Sound and Port Gardner Bay by reducing combined sewer overflows and providing regional stormwater treatment for more than 200 acres of urban watershed. The City of Everett acquired the Kimberly-Clark Wastewater Treatment Plant in 2019 to repurpose the infrastructure into the PGSF. The PGSF will provide temporary combined sewer storage, reducing CSOs at the City's four remaining uncontrolled CSO discharge points to meet the Washington State Department of Ecology executed Agreed Order number 11638. This facility will also provide stormwater treatment for separated stormwater drainage basins with conveyance to the City's deepwater outfall and local stormwater conveyance to the Everett Water Pollution Control Facility. This facility is scheduled to be operational by December 31, 2027. The Designer of Record on this Project is Brown and Caldwell (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- *Monthly invoices and progress reports*
- *Reporting required by funding source(s), if any*

B. Design-Phase Constructability Review

1. **Site Visit.** Accompany Designer on a plans-in-hand site visit to acquaint Consultant with the Project and site.

Deliverables

- *Site Visit Notes*

C. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. During Bidding period:
 - a. Lead Pre-Bid meeting(s).
 - b. Assist in analyzing bidder questions, as needed.
 - c. Assist Designer in researching and preparing Addenda, as needed.
3. Assist Client in checking and analyzing bids and bidders.
4. Organize and lead preconstruction conference:
 - a. Prepare and distribute notices.
 - b. Prepare agenda.
 - c. Conduct the meeting.
 - d. Prepare and distribute meeting notes to attendees and affected agencies.
5. Provide one set of preconstruction photographs.

Deliverables

- *Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos, digital files on electronic storage medium*

D. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Maintain records of material compliance documentation received and advise Client of any known deficiencies.
7. Prepare weekly statement of working days and distribute to the Client and Contractor.
8. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.

- a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
11. Notify construction contractor of work found in noncompliance with the requirements of the contract.
12. Assist the Client in preparation of applications for the following permits that are deemed necessary for construction and were not obtained during the design phase of the Project:
 - a. None
13. Assist the Client in the investigation of malfunctions or failures observed during construction.
14. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
15. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
16. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. If requested, one hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud (ACC), managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the ACC website during the Project. Consultant will provide one training session for Client and construction contractor users of the ACC website, and ongoing support, as needed.
 - c. The ACC Project website will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the ACC Project website. Access to the ACC website will expire 60 days after transference of final records.
 - d. The ACC software previously belonging or licensed to Consultant and used to perform the contracted services shall remain the property of Consultant.
17. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
18. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- *Monthly Construction Progress Reports*
- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*

- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion*
- *Final records – hard copy and electronic*

E. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes estimated quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized in accordance with Client protocol.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*

F. Assumptions

1. **Budget:**

- a. Staffing levels are anticipated in accordance with the attached budget estimate (based on working days). This is intended to span the originally planned construction duration of 870 contractor calendar days, plus time allotted for Project setup and closeout. Overtime has not been figured into the budget.
 - b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
 - d. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
 - e. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project ACC website. Any customization to meet specialized Client requirements will be Extra Work.
 - f. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit B - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.
- 2. Items and Services Client will provide:**
- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 5 staff
 - ii. conference table and chairs
 - iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color, and of business quality
 - iv. Wired coaxial or fiber connection to the field office. Internet connectivity must support download speed of at least 500Mbps, and minimum upload speed of 50 Mbps, provisioned with one (1) static IP address for remote support connectivity
 - v. A router with wi-fi capability and a minimum of 2 high speed ethernet ports
 - vi. miscellaneous office supplies
 - vii. utilities and sanitary facilities
 - viii. security of all equipment against theft and/or unauthorized access
 - c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.

3. Scope:
- a. The Autodesk Construction Cloud Project website being used for this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.
 - c. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
 - e. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - f. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
 - g. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - h. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
 - i. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.

- j. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- k. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- l. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- m. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- n. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- o. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- p. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- q. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- r. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- s. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
See Attached	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.



Everett Port Gardner Storage Facility

Enter Client Name
KBA Job No. TBD
Cost + Net fee (on DSC Only)
Prepared On: 10/6/2024

Project Schedule
11/01/24 to 12/31/27
XXX Working Days

KBA Hours				Task	2024 Loaded Rate	2025 Loaded Rate	2026 Loaded Rate	2027 Loaded Rate	Total Hours	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	JAN 2027	FEB 2027	MAR 2027	APR 2027	MAY 2027	JUN 2027	JUL 2027	AUG 2027	SEP 2027	OCT 2027	NOV 2027	DEC 2027		
H	Gina Hortillosa	M2	Project Manager	01.00	\$ 270.00	\$ 283.50	\$ 297.68	\$ 312.56	864	8	8	16	16	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
H	Laurene Caudill	A3	Project Analyst	01.00	\$ 135.00	\$ 141.75	\$ 148.84	\$ 156.28	380	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	
F	Paul Prozinski	E6	Resident Engineer	02.00	\$ 246.00	\$ 258.30	\$ 271.22	\$ 284.78	6,720	40	40	80	80	189	198	198	180	198	198	180	207	171	189	198	180	189	198	189	189	189	189	207	162	198	189	189	180	198	198	189	189	198	198	189	198	171	198	198	198
F	Tom Finlayson	E6	Assistant RE	02.00	\$ 246.00	\$ 258.30	\$ 271.22	\$ 284.78	3,280	10	10	10	10	95	99	99	90	99	99	90	104	86	95	99	90	95	99	95	95	95	95	95	104	81	99	95	90	99	99	99	90	99	99	95	95	99	86	99	99
F	Julie Millage	P5	Project Controls / Office Engineer	02.00	\$ 173.04	\$ 181.69	\$ 190.78	\$ 200.32	6,770			149	142	189	198	198	180	198	198	180	207	171	189	198	180	189	198	189	189	198	189	189	207	162	198	189	180	198	198	180	198	198	189	189	198	171	198	198	198
F	Scott Wilcox	T5	Inspector	02.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10	3,996					189	198	198	180	198	198	180	207	171	189	198	180	189	198	189	189	198	189	189	207	162	198	189	180	198	198	180	198	198	189	189	198	198	198		
F	Sameeh Henen	E4	Inspector	02.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10	2,853	-	-	-					180	198	198	180	207	171	189	198	180	189	198	189	198	189			198	189	180	198	198	180	198	198	189	189	198	198	198	198			
F	Matthieu Carbonnier	T4	Inspector	02.00	\$ 195.00	\$ 204.75	\$ 214.99	\$ 225.74	3,636								180	198	198	180			189	198	180	189	198	189	198	189			189	189	180	198	198	180	198	198	189	189	198	198	198	198			
F	TBD Intern	T1	Intern	02.00	\$ 69.00	\$ 72.45	\$ 76.07	\$ 79.88	1,161									180	198	198	180			189	198	180	189	198	189			189	189	180	198	198	180	198	198	189	189	198	198	198	198	198			
Subtotal - KBA Labor Hours									29,660	68	68	265	258	696	727	727	844	925	925	844	966	804	885		925	844	885	1,123	1,074	1,263	1,321	1,263	885	966	763	727		696	664	727	727	664	925	925	885	696	727	462	529

Subconsultants		Task	Total Costs	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	JAN 2027	FEB 2027	MAR 2027	APR 2027	MAY 2027	JUN 2027	JUL 2027	AUG 2027	SEP 2027	OCT 2027	NOV 2027	DEC 2027		
HWA (Materials Testing)		Sub.01	494,490			32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966																							
Kimley Horn (Comissioning)		Sub.02	381,200																		19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	19,060	
Parametrix (MEP)		Sub.03	444,537																		22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227	22,227
Osborn Consulting (Permit Compliance)		Sub.04	8,540			8,540																																					
Sub Markup		3%	39,863			1,245	989	989	989	989	989	989	989	989	989	989	989	989	989	989	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	1,239	-
Subtotal - Subconsultant Costs			1,368,630	-	-	41,506	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	41,287	

Combined Costs				Task	2024 Loaded Rate	2025 Loaded Rate	2026 Loaded Rate	2027 Loaded Rate	Total DSC	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026	JAN 2027	FEB 2027	MAR 2027	APR 2027	MAY 2027	JUN 2027	JUL 2027	AUG 2027	SEP 2027	OCT 2027	NOV 2027	DEC 2027						
H	Gina Hortillosa	M2	Project Manager	01.00	\$270.00	\$283.50	\$297.68	\$312.56	257,179	2,160	2,160	4,536	4,536	6,804	6,804	6,804	6,804	6,804	6,804	6,804	6,804	6,804	6,804	7,144	7,144	7,144	7,144	7,144	7,144	7,144	7,144	7,144	7,144	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501	7,501							
H	Laurene Caudill	A3	Project Analyst	01.00	\$135.00	\$141.75	\$148.84	\$156.28	56,324	1,350	1,350	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,488	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563	1,563						
F	Paul Prozinski	E6	Resident Engineer	02.00	\$246.00	\$258.30	\$271.22	\$284.78	1,824,839	9,840	9,840	20,664	20,664	48,819	51,143	51,143	46,494	51,143	51,143	46,494	53,468	44,169	48,819	53,701	48,819	51,260	51,260	53,701	51,260	51,260	53,701	51,260	56,142	43,937	53,701	53,823	51,260	56,386	56,386	53,823	53,823	56,386	48,697	56,386	56,386	53,823	53,823	56,386	48,697	56,386			
F	Tom Finlayson	E6	Assistant RE	02.00	\$246.00	\$258.30	\$271.22	\$284.78	892,002	2,460	2,460	2,583	2,583	24,409	25,572	25,572	23,247	25,572	25,572	23,247	26,734	22,085	24,409	26,850	24,409	25,630	26,850	25,630	25,630	25,630	25,630	28,071	21,968	26,850	26,911	25,630	28,193	28,193	25,630	28,193	28,193	26,911	26,911	28,193	24,348	28,193	28,193	26,911	26,911				
F	Julie Millage	P5	Project Controls / Office Engineer	02.00	\$173.04	\$181.69	\$190.78	\$200.32	1,293,441	-	-	26,981	25,755	34,340	35,975	35,975	32,705	35,975	35,975	32,705	37,610	31,069	34,340	37,774	34,340	36,057	37,774	36,057	36,057	37,774	36,057	39,491	30,906	37,774	37,860	36,057	39,662	37,860	39,662	37,860	39,662	37,860	39,662	34,254	39,662	39,662	39,662	39,662					
F	Scott Wilcox	T5	Inspector	02.00	\$210.00	\$221.53	\$231.53	\$243.10	904,138	-	-	-	-	41,675	43,659	43,659	39,690	43,659	43,659	39,690	45,644	37,706	41,675	45,842	41,675	43,758	45,842	43,758	43,758	45,842	43,758	43,758	47,926	37,507	-	-	-	-	-	-	-	-	-	-	-	-	-						
F	Sameeh Henen	E4	Inspector	02.00	\$210.00	\$220.50	\$231.53	\$243.10	645,955	-	-	-	-	-	-	-	39,690	43,659	43,659	39,690	45,644	37,706	41,675	45,842	41,675	43,758	45,842	43,758	43,758	45,842	43,758	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
F	Matthieu Carbonnier	T4	Inspector	02.00	\$195.00	\$204.75	\$214.99	\$225.74	802,301	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,568	40,633	42,568	40,633	42,568	40,633	44,502	34,828	42,568	42,664	40,633	44,696	44,696	40,633	44,696	42,664	42,664	44,696	-	-	-	-	-				
F	TBD Intern	T1	Intern	02.00	\$69.00	\$72.45	\$76.07	\$79.88	90,545	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,378	15,062	14,378	-	-	-	-	-	-	-	-	15,815	15,815	15,097	-	-	-	-	-	-					
Subtotal Fully Loaded Labor Cost										\$ 6,766,724	15,810	15,810	56,182	54,955	157,464	164,571	164,571	190,047	208,230	208,230	190,047	217,321	180,956	199,138	218,641	199,549	209,095	261,209	249,728	264,106	276,271	264,106	205,970	224,764	177,779	169,525	170,322	162,643	178,001	178,001													
Subtotal Subconsultant Costs										1,368,630	-	-	41,506	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966	32,966
Management Reserve										350,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ESTIMATED TOTAL										8,485,355	15,810	15,810	56,182	54,955	157,464	164,571	164,571	190,047	208,230	208,230	190,047	217,321	180,956	199,138	218,641	199,549	209,095	261,209	249,728	264,106	276,271	264,106	205,970	224,764	177,779	169,525	170,322	162,643	178,001	178,001													



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](https://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: Nov 6 2024

NAME (required): Bryan Partington

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): striatic@striatic.net PHONE (optional): (206) 419-1578

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Lombard & 33rd Buffer



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](https://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/06/2024

NAME (required): Kari Quaas

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): kari.quaas@gmail.com PHONE (optional): 425 923 0334

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Waits Motel



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/6/24

NAME (required): Scott Murphy

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

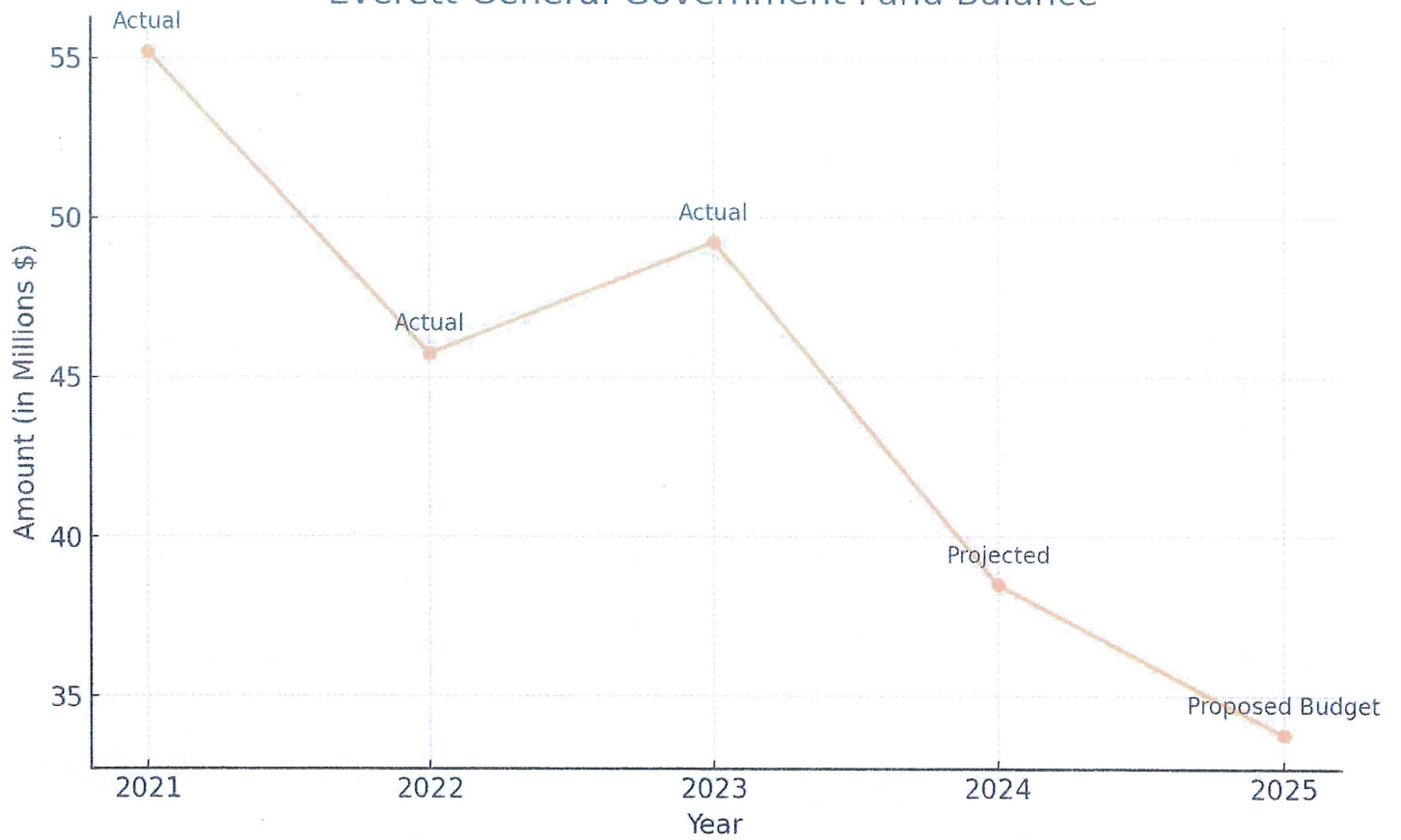
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 8

☐ During the general public comment. Please state the topic you would like to speak on: _____

Everett General Government Fund Balance



PUBLIC COMMENT HANDOUT

City of Everett 2025 Proposed Budget Hearing #1

November 6, 2024



HIGHLIGHTS OF 2025 GENERAL GOVERNMENT EXPENDITURE CHANGES



Basis of Presentation

**2024
Original
Budget**



**2025
Proposed
Budget**

Department 001 – City Council



2025 Proposed Budget Changes

- Reduce Executive Assistant from 1.0 FTE to 0.90 FTE
- Reduce M&O

Budget Comparison	
2024 Original	\$ 672,595
2025 Proposed	\$ 661,237

Regular FTEs	
2024 Original	8.00
2025 Proposed	7.90

Revenue Offset	
2025 Proposed	\$ -



Department 003 – Legal



2025 Proposed Budget Changes

- Add 1.0 FTE Assistant City Attorney II
- Reduce 1.0 FTE Assistant City Attorney III
- Increase professional services for Indigent Defense Program

Budget Comparison	
2024 Original	\$ 5,125,389
2025 Proposed	\$ 6,075,305

Regular FTEs	
2024 Original	18.00
2025 Proposed	18.00

Seasonal FTEs	
2024 Original	0.67
2025 Proposed	0.67

Revenue Offset	
2025 Proposed	\$ 1,151,362



Department 004 – Administration



2025 Proposed Budget Changes

- Furloughs
- Reduce Executive Project Coordinator from 1.0 FTE to 0.90 FTE
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 1,666,531
2025 Proposed	\$ 1,661,958

Regular FTEs	
2024 Original	6.30
2025 Proposed	6.20

Revenue Offset	
2025 Proposed	\$ -



Department 005 – Municipal Court



2025 Proposed Budget Changes

- Add 2.0 FTE Judicial Assistant - funded by Automated Traffic Safety Camera revenues
- Reduce overtime pay

Budget Comparison	
2024 Original	\$ 2,650,736
2025 Proposed	\$ 2,951,801

Regular FTEs	
2024 Original	17.85
2025 Proposed	19.85

Revenue Offset	
2025 Proposed	\$ 422,103



Department 007 – Human Resources



2025 Proposed Budget Changes

- Reduce 1.0 FTE Vacant Human Resources Director
- Reduce 1.0 FTE Vacant Administrative Assistant
- Reclass positions to reflect work assignments

Budget Comparison	
2024 Original	\$ 2,535,034
2025 Proposed	\$ 2,194,270

Regular FTEs	
2024 Original	14.50
2025 Proposed	12.50

Revenue Offset	
2025 Proposed	\$ 948,145



Department 009 – Non-Departmental



2025 Proposed Budget Changes

- Increase jail fees
- Increase Snohomish County 911 fees for dispatch and radio services
- Increase contributions to Capital Improvement Program 1 (CIP 1)
- Increase contributions to Motor Vehicle and Equipment Replacement Reserve Fund 126
- Increase contributions to Property Management Fund 146

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 009 – Non-Departmental



2025 Proposed Budget Changes (continued)

- Increase contributions to IT maintenance contracts, computer and IT infrastructure replacements, and telecommunications
- Net reduction to self-insurance contributions (premiums, tort, workers' compensation)
- Reduce Human Needs grants
- Reduce contributions to Clare's Place
- Reduce contributions to Economic Alliance of Snohomish County

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 009 – Non-Departmental



2025 Proposed Budget Changes (continued)

- Transfer Carl Gipson Center management fee to Senior Center Reserve Fund 149
- Reduce labor contingency (vacancy offset)

Budget Comparison	
2024 Original	\$ 23,316,879
2025 Proposed	\$ 28,080,623

Regular FTEs	
2024 Original	-
2025 Proposed	-

Revenue Offset	
2025 Proposed	\$ -



Department 010 – Finance



2025 Proposed Budget Changes

- Add 1.0 FTE Assistant Finance Director
- Add 2.0 FTE Financial Analyst
- Reduce 1.0 FTE Accounting Assistant/CSR (VSIP)
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 3,559,557
2025 Proposed	\$ 4,081,730

Regular FTEs	
2024 Original	24.00
2025 Proposed	26.00

Revenue Offset	
2025 Proposed	\$ 1,320,303



Department 015 – Information Technology



2025 Proposed Budget Changes

- Add 1.0 FTE System Analyst II - partially funded by Automated Traffic Safety Camera revenues
- Reduce 1.0 FTE Administrative Coordinator
- Reclass positions to reflect work assignments
- Increase overtime, differential, and seasonal pay

Budget Comparison	
2024 Original	\$ 4,467,936
2025 Proposed	\$ 4,721,955

Regular FTEs	
2024 Original	24.56
2025 Proposed	24.56

Seasonal FTEs	
2024 Original	0.50
2025 Proposed	0.50

Revenue Offset	
2025 Proposed	\$ 1,583,913



Department 015 – Communications & Engagement



2025 Proposed Budget Changes

- Reduce Communications Director from 1.0 FTE to 0.90 FTE
- Reduce Engagement & Communications Specialist from 1.0 FTE to 0.80 FTE
- Reduce 0.50 FTE Multimedia Communications Coordinator
- Increase seasonal pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 965,502
2025 Proposed	\$ 866,342

Regular FTEs	
2024 Original	5.20
2025 Proposed	4.40

Seasonal FTEs	
2024 Original	0.15
2025 Proposed	0.30

Revenue Offset	
2025 Proposed	\$ -



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes

Community Development

- Add 1.0 FTE Community Support Manager - funded by SAMHSA
- Add 1.0 FTE Program Manager - funded by Opioid Settlement funds
- Transfer 0.10 FTE Administrative Coordinator to CHIP Fund 197
- Transfer 0.05 Administrative Coordinator to CDBG Fund 198
- Reduce overtime pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes (continued)

Planning

- Reduce 1.0 FTE Planning & Community Engagement Coordinator - Limited-term Position
- Reduce 1.0 FTE Administrative Coordinator
- Reclass positions to reflect work assignments
- Reduce M&O

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 021 – Community, Planning, and Economic Development



2025 Proposed Budget Changes (continued)

Economic Development

- Reduce Economic Development Director from 1.0 FTE to 0.80 FTE
- Increase M&O

Budget Comparison	
2024 Original	\$ 5,107,571
2025 Proposed	\$ 5,234,473

Regular FTEs	
2024 Original	32.10
2025 Proposed	31.25

Revenue Offset	
2025 Proposed	\$ 1,641,350



Department 024 – Engineering & Public Services



2025 Proposed Budget Changes

- Add 1.0 FTE Traffic Technician and 1.0 FTE Project Coordinator - funded by Automated Traffic Safety Camera revenues
- Add 1.0 FTE Senior Engineer - funded by Development and Construction Permit revenues
- Reduce 1.0 FTE Vacant Code Enforcement Officer
- Increase overtime and seasonal pay
- Increase uniform budget
- Increase cost allocation
- One-time M&O increase for SS4A and HSIP grant-funded projects

Budget Comparison	
2024 Original	\$ 9,353,123
2025 Proposed	\$ 10,832,187

Regular FTEs	
2024 Original	54.75
2025 Proposed	56.75

Seasonal FTEs	
2024 Original	1.50
2025 Proposed	2.50

Revenue Offset	
2025 Proposed	\$ 953,906



Department 026 – Animal Services



2025 Proposed Budget Changes

- Reduce seasonal and overtime pay

Budget Comparison	
2024 Original	\$ 2,356,609
2025 Proposed	\$ 2,462,110

Regular FTEs	
2024 Original	17.00
2025 Proposed	17.00

Seasonal FTEs	
2024 Original	4.00
2025 Proposed	2.00

Revenue Offset	
2025 Proposed	\$ 1,498,441



Department 030 – Emergency Management



2025 Proposed Budget Changes

- Reduce Emergency Management Director from 1.0 FTE to 0.80 FTE
- Reduce Administrative Coordinator from 1.0 FTE to 0.80 FTE
- Increase M&O

Budget Comparison	
2024 Original	\$ 387,819
2025 Proposed	\$ 344,908

Regular FTEs	
2024 Original	2.00
2025 Proposed	1.60

Revenue Offset	
2025 Proposed	\$ 53,611



Department 031 – Police



2025 Proposed Budget Changes

- Reduce 3.0 FTE Vacant Administrative Police Officers
- Reduce 1.0 FTE Police Lieutenant (VSIP)
- Reduce 0.50 FTE Deputy Police Chief (VSIP)
- Reduce 1.0 FTE Police Crime Analyst (VSIP)
- Reclass positions to reflect work assignments
- Increase overtime, differential, and other pay
- Increase uniform budget
- Reduce M&O, including lateral incentive program
- Reduction of 2.0 FTEs will be adjusted due to VSIP withdrawal

Budget Comparison	
2024 Original	\$ 50,840,536
2025 Proposed	\$ 51,111,227

Regular FTEs	
2024 Original	263.00
2025 Proposed*	255.50

Revenue Offset	
2025 Proposed	\$ 6,001,151



Department 032 – Fire



2025 Proposed Budget Changes

- Reduce 0.80 FTE Accounting Technician
- Increase overtime, differential, and other pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 26,678,875
2025 Proposed	\$ 28,049,861

Regular FTEs	
2024 Original	123.20
2025 Proposed	122.40

Revenue Offset	
2025 Proposed	\$ 1,587,500



Department 038 – Facilities and Property Management



2025 Proposed Budget Changes

- Reduce 2.0 FTE Custodians (VSIP)
- Reduce 1.0 FTE Electrician (VSIP)
- Reduce 1.0 FTE Maintenance Mechanic (VSIP)
- Reduce 1.0 FTE Capital Projects Coordinator (VSIP)
- Transfer in 2.0 FTE Maintenance Mechanic from Everett Transit Fund 425
- Reclass positions to reflect work assignments
- Increase differential pay
- Increase M&O

Budget Comparison	
2024 Original	\$ 4,621,237
2025 Proposed	\$ 4,453,042

Regular FTEs	
2024 Original	30.50
2025 Proposed	27.50

Revenue Offset	
2025 Proposed	\$ 1,238,237



Fund 101 – Parks & Community Services



2025 Proposed Budget Changes

- Reduce 4.0 FTE Park Rangers (VSIP and Transfer)
- Reduce 1.0 FTE Park Ranger Supervisor (VSIP)
- Add 1.0 FTE Community Engagement Coordinator - funded by Inflation Reduction Act Urban & Community Forestry Program grant revenues
- Reclass positions to reflect work assignments
- Increase overtime and seasonal pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 7,719,214
2025 Proposed	\$ 7,233,414

Regular FTEs	
2024 Original	41.20
2025 Proposed	37.20

Seasonal FTEs	
2024 Original	10.98
2025 Proposed	11.60

Revenue Offset	
2025 Proposed	\$ 1,221,850



Fund 110 – Library



2025 Proposed Budget Changes

- Voluntary Furloughs and Reduced Work Weeks
- Reduce 0.70 FTE Circulation Assistant II (VSIP)
- Reduce 1.0 FTE Assistant Library Director/Library IV (VSIP)
- Reduce 1.0 FTE Vacant Fundraising Coordinator
- Increase overtime and differential pay
- Reduce day laborer pay
- Reduce M&O

Budget Comparison	
2024 Original	\$ 5,763,267
2025 Proposed	\$ 5,067,639

Regular FTEs	
2024 Original	35.00
2025 Proposed*	31.30

Day Laborer FTEs	
2024 Original	3.38
2025 Proposed	2.00

Revenue Offset	
2025 Proposed	\$ 19,650



Fund 112 – Municipal Arts



2025 Proposed Budget Changes

- Reduce cultural arts grants
- Increase theatre management fee per contract

Budget Comparison	
2024 Original	\$ 727,727
2025 Proposed	\$ 688,624

Regular FTEs	
2024 Original	1.70
2025 Proposed	1.70

Revenue Offset	
2025 Proposed	\$ 688,624

Fund 114 – Conference Center



2025 Proposed Budget Changes

- Reduce debt service payment per amortization schedule
- Increase M&O

Budget Comparison	
2024 Original	\$ 941,474
2025 Proposed	\$ 396,993

Revenue Offset	
2025 Proposed	\$ 396,993



Fund 119 – Street Improvements



2025 Proposed Budget Changes

- Reduce street overlay General Government contribution
- Increase arterial street projects

Budget Comparison	
2024 Original	\$ 4,006,855
2025 Proposed	\$ 3,085,342

Revenue Offset	
2025 Proposed	\$ 2,611,390



Fund 120 – Streets



2025 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Reduce overtime pay
- Increase other pay
- Increase uniform budget

Budget Comparison	
2024 Original	\$ 3,420,598
2025 Proposed	\$ 3,410,300

Regular FTEs	
2024 Original	25.55
2025 Proposed	25.55

Revenue Offset	
2025 Proposed	\$ 1,521,969



DISCUSSION



City of Everett 2025 Property Tax Ordinances Hearing #1

November 6, 2024

2025 Property Tax Ordinances



1) Regular Property Tax Levy (General Fund)

The 2025 regular property tax levy estimate is \$41,383,110.84, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the regular levy, which equals \$409,733.77.



2) Emergency Medical Services (EMS) Property Tax Levy

The 2025 EMS property tax levy estimate is \$10,168,987.11, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the EMS levy, which equals \$100,683.04.



2024 Property Tax Distribution

2024 Property Tax Distribution

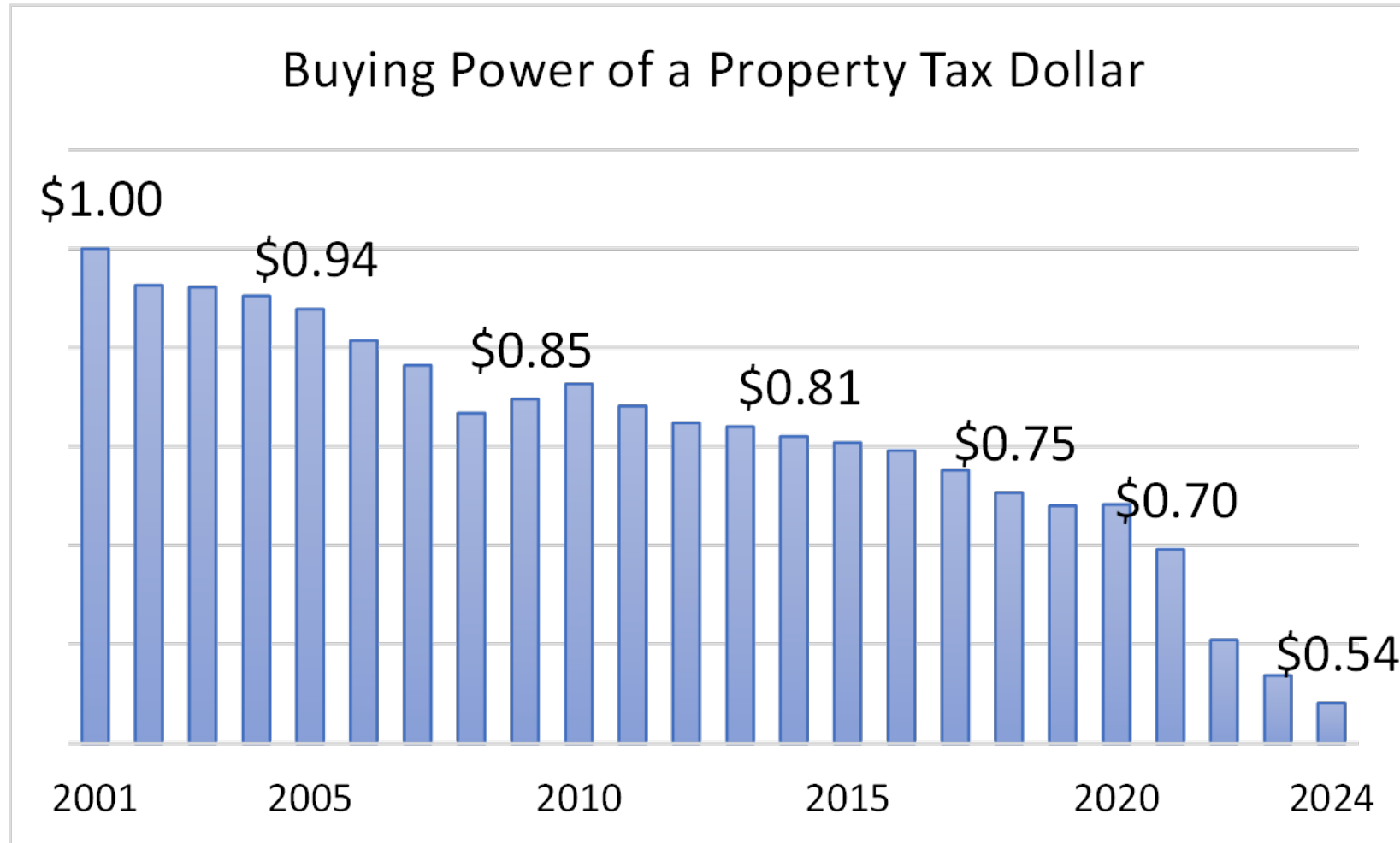
■ Everett Regular ■ County ■ Everett EMS ■ Port ■ RTA ■ Schools



Source: Snohomish County Assessor 2024 Annual Report

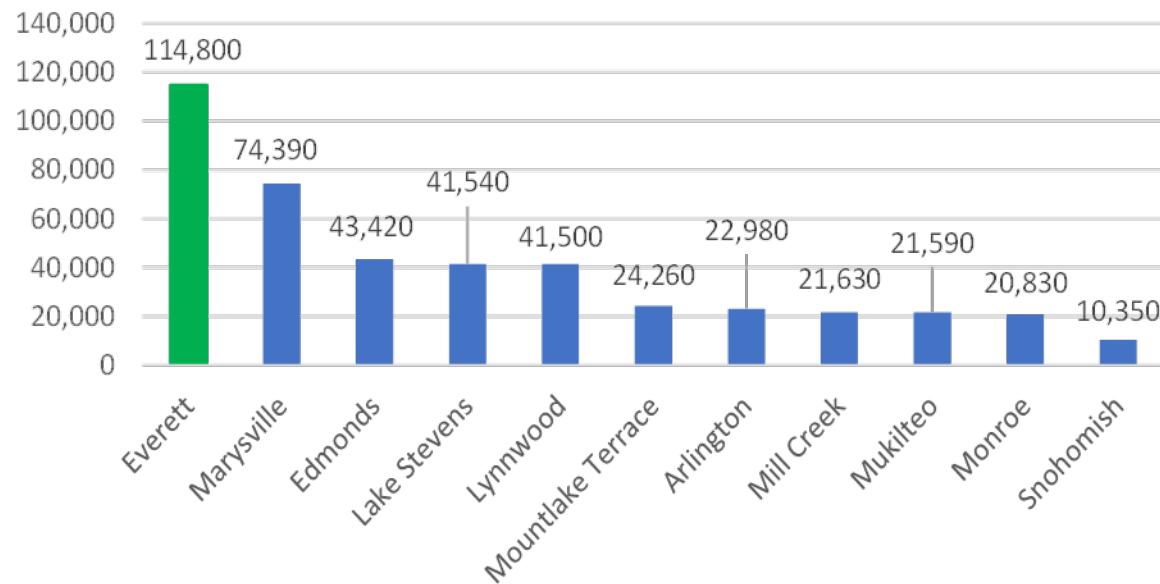


Buying Power of a Property Tax Dollar



Property Tax Comparison

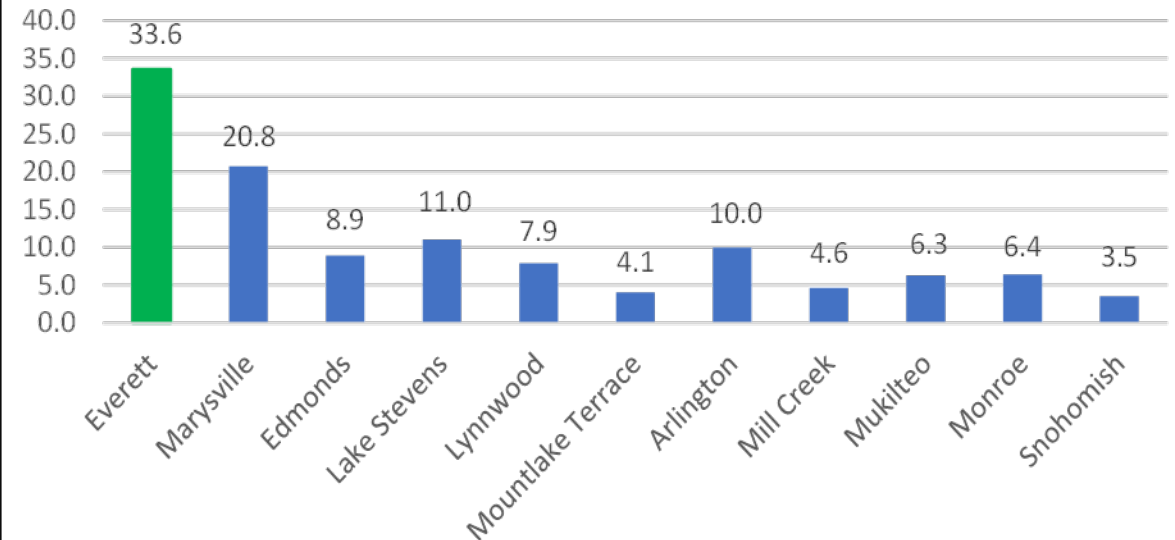
Population Served



Source: Washington State Office of Financial Management April 1, 2024 Official Population Estimates

Geographic Area Served

(square miles)

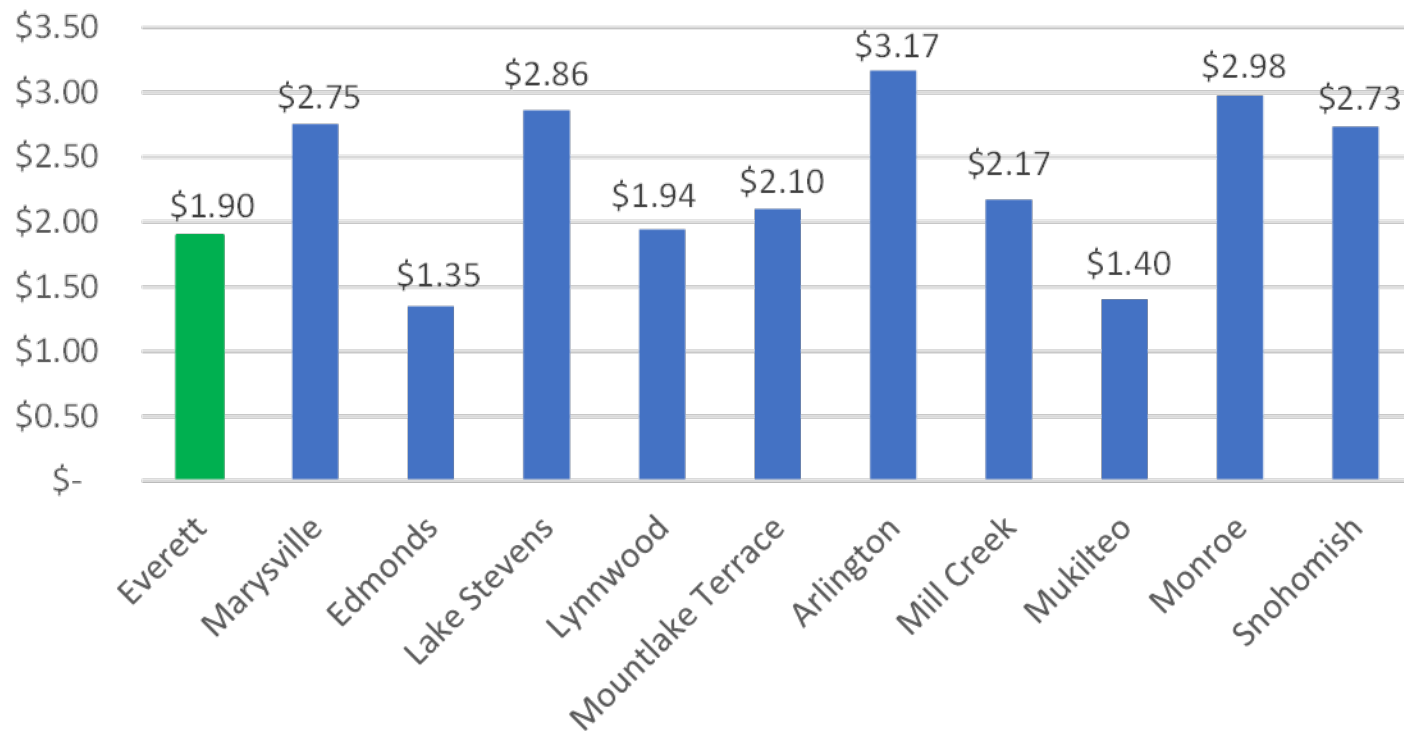


Source: Washington State Office of Financial Management April 1, 2024 Population Density and Land Area Estimates by City and Town



Property Tax Comparison

2024 Levy Rate for Core City Services



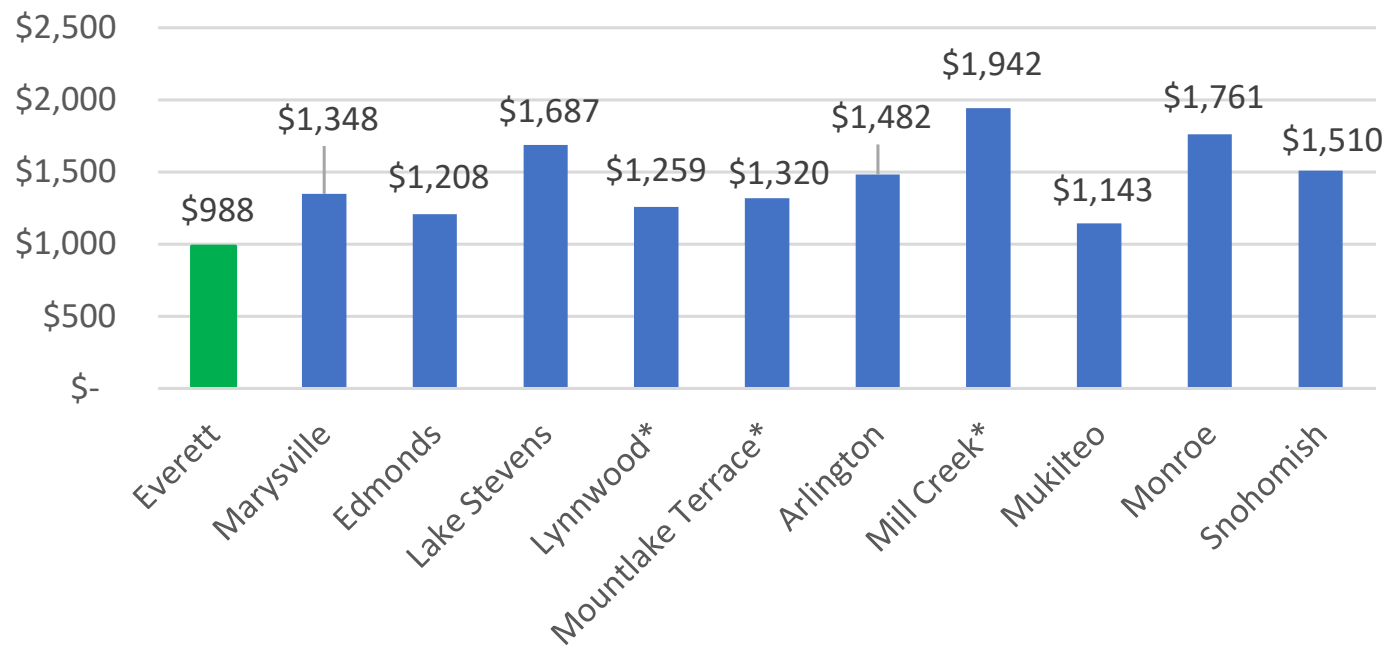
Core Services Include:

- Regular City Levy
- EMS Levy
- Fire Services Levy
- Library Services Levy



Property Tax Comparison

2024 Property Tax Paid for Core City Services
per Average Value Single Family Residence



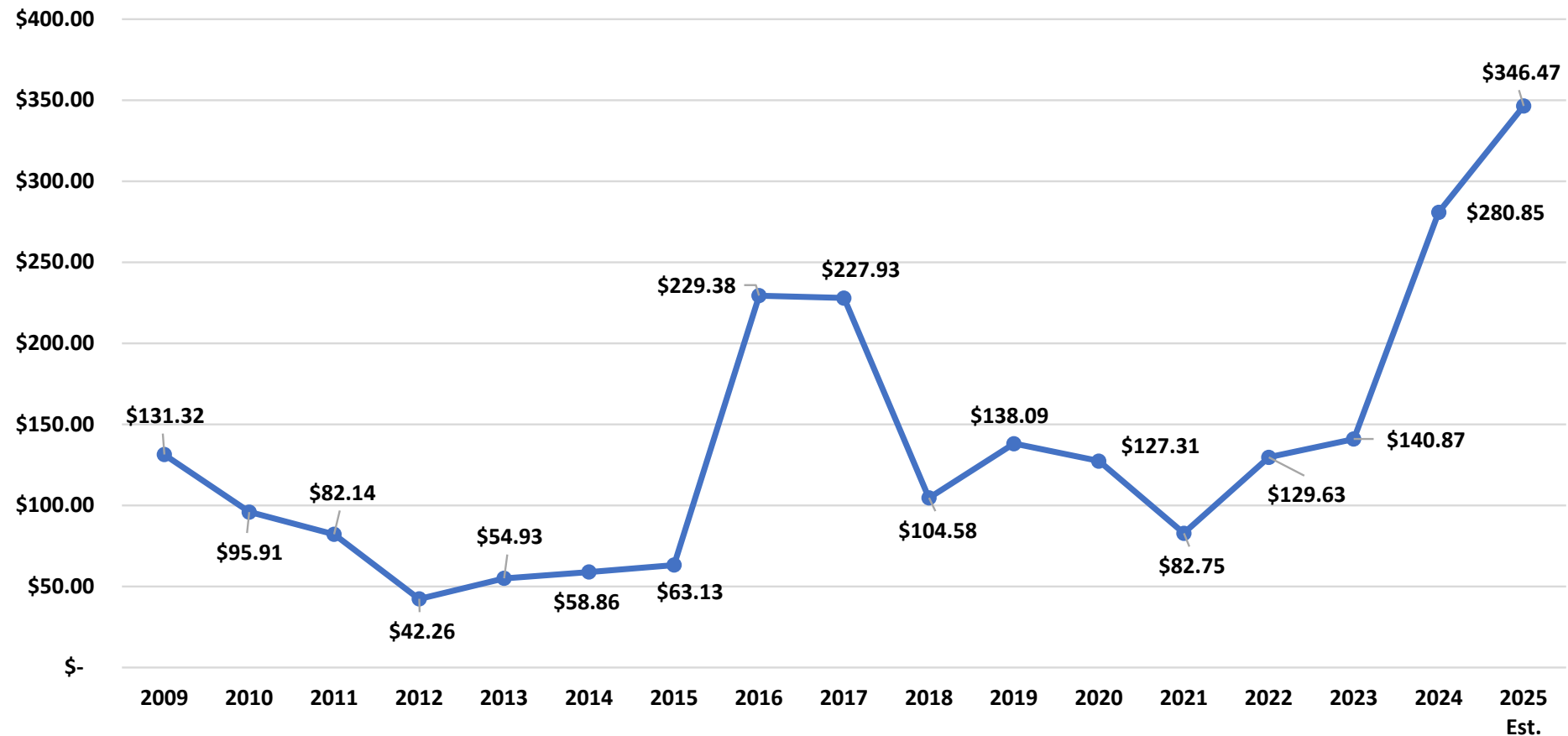
City	Average Home Value
Everett	\$ 520,600
Marysville	\$ 489,200
Edmonds	\$ 895,700
Lake Stevens	\$ 589,500
Lynnwood	\$ 613,800
Mountlake Terrace	\$ 596,600
Arlington	\$ 467,800
Mill Creek	\$ 863,700
Mukilteo	\$ 814,000
Monroe	\$ 591,500
Snohomish	\$ 552,200

*Includes a \$66.50 flat, annual fire benefit charge



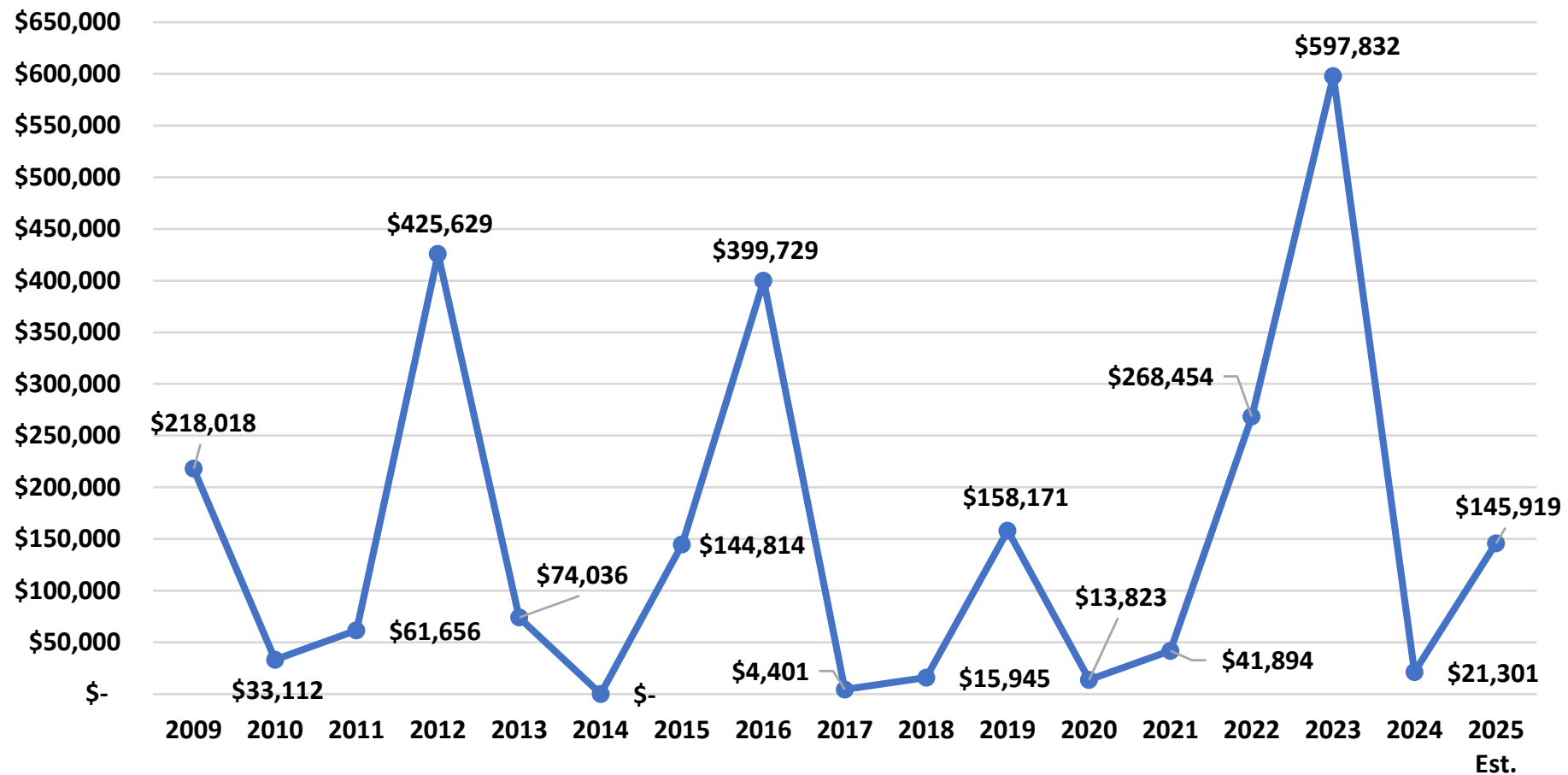
Value of New Construction History

VALUE OF NEW CONSTRUCTION ADDED TO TAX ROLLS
(IN MILLIONS)



Refund Levy History

REFUND LEVY HISTORY



Sample Annual Everett Property Tax Calculation

	2024	2025 Estimate	Percent Change
Total Assessed Value (AV)	\$ 26,907,976,118	\$ 28,047,478,609	4.2%
Average Residence AV	\$ 520,600	\$ 542,621	4.2%
Regular Levy Rate	\$ 1.52	\$ 1.49	
EMS Levy Rate	\$ 0.37	\$ 0.37	
Total Levy Rate	\$ 1.90	\$ 1.86	
Regular Levy Amount	\$ 792.72	\$ 810.51	
EMS Levy Amount	\$ 194.81	\$ 199.14	
Average Annual Payment	\$ 987.53	\$ 1,009.66	2.2%
Change from Regular Levy		\$ 17.80	
Change from EMS Levy		\$ 4.33	
Total Change		\$ 22.13	



DISCUSSION

