



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

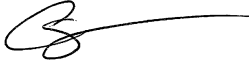
BASIC PROVISIONS	
Service Provider Insurance Contact Information	Assured Partners
	800-597-2612
	allison.barga@assuredpartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="padding-left: 40px;">Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p style="padding-left: 40px;">Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

PACE ENGINEERS, INC.



Cassie Franklin, Mayor

11/12/2024

Date

ATTEST



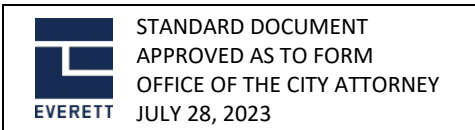
Office of the City Clerk

Signature: Ken Nilsen

Name of Signer: Ken Nilsen

Signer's Email Address: kenn@paceengrs.com

Title of Signer: President



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.

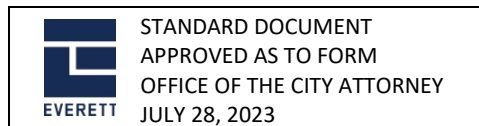
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all 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/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

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



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

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, construction 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.

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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.

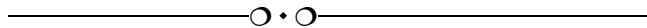
Geotechnical Project Management:

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 style with a large initial 'D' and 'H'.

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.











PACE Eng-Marilyn Avenue Drainage Imp-PSA-HG-SD


Final Audit Report

2024-11-12


Created:	2024-11-07
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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