



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

11/13/2024

Date

ATTEST



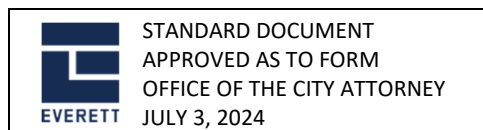
Office of the City Clerk

Signature: Russell Gaston

Name of Signer: Russ Gaston

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

Title of Signer: Principal



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)**

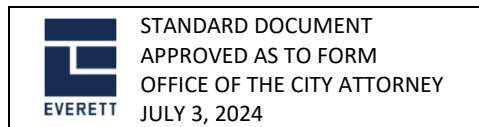


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



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

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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		
	Total Hours	3,212	\$513,205.63		
	Current Billing Rate				
	Annualized Billing Rate				
	Total Labor Cost		\$513,205.63		
	Otak Direct Expenses		\$5,130.00		
	Geotech Sub Expenses (driller, etc..)			\$41,989	
	Geotech Direct Expenses			\$5,229	
	Expense (potholing vendor)		\$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.

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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:

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- 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.

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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.

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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

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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
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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
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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
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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>Project Support Services</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












Otak-Dorn Avenue Drainage Imp-PSA-HG-SD

Final Audit Report

2024-11-13

Created:	2024-11-12
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuwvDwqHlg8NVC0q7obMmQxVkOsZiZ-U_

"Otak-Dorn Avenue Drainage Imp-PSA-HG-SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to eemerson@everettwa.gov for approval
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-  Email viewed by eemerson@everettwa.gov
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-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson
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-  Document approved by Erik Emerson (eemerson@everettwa.gov)
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-  Document emailed to russ.gaston@otak.com for signature
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2024-11-13 - 0:36:44 AM GMT
-  Signer russ.gaston@otak.com entered name at signing as Russell Gaston
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-  Document e-signed by Russell Gaston (russ.gaston@otak.com)
Signature Date: 2024-11-13 - 0:37:29 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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Agreement completed.

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